

FRANCHISE DISCLOSURE DOCUMENT

Great Greek Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
West Palm Beach, Florida 33411
(561) 640-5570
info@thegreatgreekfranchise.com
www.thegreatgreekgrill.com



The franchised business is to operate a fast-casual restaurant specializing in Greek and Mediterranean cuisine under the brand name “The Great Greek Mediterranean Grill®”.

The total investment necessary to begin operation of a The Great Greek Mediterranean Grill® franchise is \$476,050 to \$798,250. This includes \$35,550 to \$43,000 that must be paid to the franchisor. The total investment necessary to begin operation under a three- to ten-unit Multi-Unit Development Agreement is \$520,000 to \$978,250. This includes \$75,550 to \$223,000 that must be paid to the franchisor or affiliate. The minimum number of The Great Greek Mediterranean Grill® units that you are required to develop under the Multi-Unit Development Agreement is three units.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, Florida 33411, (888) 816-6749.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: August 17, 2020 as amended August 26, 2020 and November 12, 2020

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Great Greek Mediterranean Grill in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Great Greek Mediterranean franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restriction. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operation a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by arbitration or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or to litigate with us in Florida than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

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EXHIBITS

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement
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 - Schedule B Location Acceptance Letter
 - Schedule C Electronic Funds Transfer
- C. Multi-Unit Development Agreement
- D. Form of General Release
- E. Deposit Receipt Letter
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Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” the “Company” or “our” refers to Great Greek Franchising, LLC. “You” means the person, including any owner or entity, to whom we grant a franchise.

Our name is Great Greek Franchising, LLC. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. We use the names “Great Greek Franchising, LLC” and “The Great Greek Mediterranean Grill®”. We do not intend to use any other names to conduct business.

Our agent for service of process in Florida is Mark D. Nichols, In-House Counsel, whose business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Our agents for service of process in other states are disclosed in Exhibit A.

We are a Florida limited liability company. We were formed on December 4, 2017. Our owners are UFG Holdings Group, LLC, a Florida limited liability company whose business address is the same as ours, and TGG Partners, LLC, a Nevada limited liability company whose business address is 10655 Park Run Dr., Suite 130, Las Vegas, Nevada 89144.

We have no predecessors.

Information About Our Business and the Franchises Offered

We have offered franchises since January of 2018. We do not operate businesses of the type being franchised. We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a fast-casual restaurant specializing in Greek and Mediterranean cuisine under the trade name “The Great Greek Mediterranean Grill®”. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple The Great Greek Mediterranean Grill® outlets on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The Great Greek Mediterranean Grill® offers its products and services to the general public and competes with other restaurants specializing in Greek and Mediterranean food, restaurants in general, and other food service businesses. The market is developed and very competitive. Sales are not seasonal. You will compete against national restaurant chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health

departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

If you sell beer and wine, you will need to obtain the applicable required license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a liquor license, the restrictions placed on the manner in which alcoholic beverages maybe sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

Affiliates

Our affiliate, Franchise Real Estate, Inc. (“Franchise Real Estate”) is a real estate services company which was formed in October 2002. Franchise Real Estate’s principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Franchise Real Estate offers real estate services and assistance to our franchisees including demographics, site selection, lease negotiation, construction management, location design and layout, and assistance with obtaining building renovation costs. Franchise Real Estate does not offer and has not offered franchises in this or any other line of business.

None of our other affiliates provides products or services to our franchisees.

We are a member of United Franchise Group, an affiliated group of companies located at 2121 Vista Parkway, West Palm Beach, Florida 33411 whose franchising companies are:

1. Sign*A*Rama Inc. (“Signarama”), the world’s largest franchisor of retail sign shops that has been in franchising since April 1987, and has 721 locations in 36 countries;
2. EmbroidMe.com, Inc., d/b/a Fully Promoted (“Fully Promoted”), a franchisor of retail stores for online marketing services, print marketing and branded products including, embroidered logoed apparel, that has been in franchising since September 2000 and has 286 locations in 9 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from “EmbroidMe” to “Fully Promoted” and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in

the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;

3. Transworld Business Advisors, LLC (“TBA”), a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010 and has agencies servicing 328 territories and licensees in 10 countries;
4. Greener Energy, LLC, d/b/a SuperGreen Solutions (“SuperGreen”), a franchisor of businesses offering sustainability advisory services, energy auditing, sustainability planning and energy efficient products and services that has been in franchising since April 2012 and has 39 businesses in 11 countries;
5. Experimax Franchising, LLC (“EXM”), a franchisor of retail computer stores that buy, sell and repair pre-owned electronics that has been in franchising since October 2014 and has 116 stores in 8 countries;
6. J.S. Subs, LLC d/b/a Jon Smith Subs (“JSS”), a franchisor of restaurants offering made-to-order submarine sandwiches, grilled sandwiches, salads and other related foods and beverages. It has been franchising since February 2016 and has 17 locations in 5 countries;
7. Venture X Franchising, LLC (“VTX”), a franchisor of co-working, collaborative office facilities that has been franchising since March 2016 and has 32 locations in 3 countries;
8. Network Lead Exchange, LLC (“NLX”), a franchisor of local chapters that belong to an online business networking site that has been franchising since January 2019 and has 5 chapters. Members of each local chapter have the ability to send and receive quality leads to one another; and
9. Resource Operations International, LLC (“ROI”), a franchisor of businesses offering to contract out various services, including technology, back office, creative and professional services that has been franchising since January 2020.

The principal business address for our affiliates is 2121 Vista Parkway, West Palm Beach, Florida 33411. The location and territory information disclosed above for our affiliate ROI is as of January 31, 2020. The location and territory information disclosed above for our affiliates Signarama, Fully Promoted, TBA, SuperGreen, EXM, JSS and VTX are as of December 31, 2019. The location and territory information for NLX is as of July 31, 2019.

Except as described above, none of our affiliates offer, and we have not offered, franchises in any other line of business. None of our affiliates operates a business that is similar to The Great Greek Mediterranean Grill®.

Item 2
BUSINESS EXPERIENCE

Ray Titus - Chief Executive Officer – West Palm Beach, FL

- Chief Executive Officer of the Company since November 2017.
- Chief Executive Officer of ROI since August 2019; and NLX since July 2018.
- Managing Member of VTX since September 2015.
- Chief Executive Officer of JSS since April 2015; and EXM since June 2013.
- Manager of TBA since November 2010; Chief Executive Officer of SuperGreen since October 2010.
- Chairman of the Board of Fully Promoted since January 2008. President of Fully Promoted from February 2000 to December 2007.
- Chief Executive Officer of Signarama since January 2008; President of Signarama from January 1995 to December 2007.
- Chief Executive Officer of Plan Ahead Events, Inc., (“PAE”), a franchisor of an event planning business in West Palm Beach, FL from April 2012 to February 2015 and President of PAE January 2007 to April 2012.
- Chief Executive Officer of Paramount Franchising, LLC (“PTA”), a franchisor of tax preparation businesses, West Palm Beach, FL, from June 2017 to March 2018.

Brady Lee – Chief Operating Officer – West Palm Beach, FL

- Chief Operating Officer of the Company, ROI, NLX, JSS, VTX, EXM, SuperGreen, TBA, Fully Promoted and Signarama since June 2020.
- President of Accurate Franchising, Inc., a consulting business in West Palm Beach, FL from January 2019 to June 2020.
- Director of Sales in Sydney, Australia for the Company, JSS, VTX, EXM, SuperGreen, TBA, Fully Promoted and Signarama from March 2018 to January 2019.
- Vice President of Franchise Development in Sydney, Australia for the Company, JSS, VTX, EXM, SuperGreen, TBA, Fully Promoted and Signarama from October 2016 to March 2018.
- Regional Manager of EXM from October 2014 to October 2016.

Todd Newton – Chief Financial Officer – West Palm Beach, FL

- Chief Financial Officer of the Company since November 2017.
- Chief Financial Officer of ROI since August 2019; NLX since July 2018; VTX since December 2015; JSS since April 2015; EXM since June 2013; TBA and SuperGreen since October 2010; and Signarama and Fully Promoted since January 2007.
- Chief Financial Officer of PTA in West Palm Beach, FL from June 2017 to March 2018; and PAE in West Palm Beach, FL from January 2007 to February 2015.

James Butler – Senior Executive and President – West Palm Beach, FL

- Senior Executive and President of the Company since August 2018.
- Director of Sales of the Company from November 2017 to August 2018.

- Director of Sales of TBA from February 2015 to August 2018; VTX and JSS from December 2015 to August 2018; EXM from July 2014 to August 2018; Signarama and Fully Promoted from December 2013 to August 2018; and SuperGreen from March 2012 to August 2018.
- Director of Sales of PTA in West Palm Beach, FL from June 2017 to March 2018.
- Regional Vice President of TBA from January 2011 to February 2012.
- Regional Vice President of Signarama from December 1994 to December 2010; Fully Promoted from January 2010 to December 2010 and from January 2008 to December 2008.

Walter Seltzer – Senior Executive – West Palm Beach, FL

- Senior Executive of the Company since November 2017.
- Senior Executive of ROI since August 2019; NLX since January 2019; Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since January 2017.
- Senior Executive of PTA in West Palm Beach, FL from June 2017 to March 2018
- President of JSS from April 2015 to February 2017.
- President of Accurate Franchising, Inc., a franchise development consulting company in West Palm Beach, FL, from March 2012 to June 2016.
- Vice President of International of Signarama and Fully Promoted from January 2010 to March 2012.
- Director of Corporate Services of Signarama and Fully Promoted from January 2007 to February 2016.

Tipton Shonkwiler – Director of Global Sales – West Palm Beach, FL

- Director of Global Sales of the Company since December 2019.
- International Director of the Company from November 2017 to December 2019.
- International Director of ROI from August 2019 to December 2019; NLX from January 2019 to December 2019; VTX from March 2016 to December 2019; and Signarama, Fully Promoted, TBA, SuperGreen, EXM and JSS from December 2015 to December 2019.
- International Director of PTA in West Palm Beach, FL from June 2017 to March 2018.
- Executive Vice President of SuperGreen from April 2015 to December 2016.
- President of PAE in West Palm Beach, FL from April 2012 to February 2015 and Brand Director of PAE from July 2008 to April 2012.

Nick Bruckner – Senior Vice President of Sales – West Palm Beach, FL

- Senior Vice President of Sales of the Company since November 2017.
- Senior Vice President of Sales of ROI since January 2020; NLX since January 2019; VTX since March 2016; JSS since December 2015; TBA and SuperGreen since February 2015; EXM since July 2014; Fully Promoted since October 2004; and Signarama since January 2000.
- Senior Vice President of Sales of PTA in West Palm Beach, FL from June 2017 to March 2018; and PAE in West Palm Beach, FL from January 2008 to February 2015.

Michael White – Director of Sales – Durham, NC

- Director of Sales of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since August 2018; and NLX since January 2019.
- Director of Sales of ROI since January 2020
- Senior Executive Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS from December 2017 to August 2018.
- Executive Vice President of the Company from November 2017 to December 2017.
- Executive Vice President of Signarama, Fully Promoted, TBA, SuperGreen, EXM, and JSS since December 2015.
- Senior Executive Vice President of PTA in Durham, NC from December 2017 to March 2018 and Executive Vice President of PTA in Durham, NC from June 2017 to December 2017.
- Regional Vice President of EXM from February 2015 to November 2015.
- Regional Vice President of SuperGreen from January 2014 to November 2015.
- Regional Vice President of Fully Promoted and Signarama from December 2010 to November 2015.
- Regional Vice President of PAE in West Palm Beach, FL from December 2010 to February 2015 and IZON Global Media (“IZON”), a franchisor of advertising agencies West Palm Beach, FL from December 2010 to February 2014.
- Regional Manager of Signarama, Fully Promoted, IZON and PAE from November 2008 to December 2010.

Robert Andersen –Executive Vice President – West Palm Beach, FL

- Executive Vice President of the Company since January 2020.
- Director of Sales of the Company from June 2019 to December 2019.
- CEO of Jimboy’s Tacos, a restaurant in Folsom, CA from November 2015 to June 2019.
- President of Vesta Restaurant Group, a restaurant development and operations company in Plano, TX from February 2010 to July 2015.

Sean Oatney – Executive Vice President – Monument, CO – Mountain Plains West Region

- Executive Vice President of the Company since November 2017.
- Executive Vice President of ROI since January 2020; NLX since January 2019; and Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since June 2017.
- Executive Vice President of PTA in Monument, CO from June 2017 to March 2018.
- Regional Vice President of Signarama, Fully Promoted, TBA, SuperGreen, EXM and JSS from January 2017 to June 2017.
- Executive Vice President of the Company from January 2016 to December 2016.
- Executive Vice President of Signarama, Fully Promoted, TBA, SuperGreen, and JSS from December 2015 to December 2016.
- Regional Vice President of EXM and TBA from February 2015 to November 2015; SuperGreen from January 2014 to November 2015; and Signarama and Fully Promoted from December 2012 to November 2015.
- Executive Vice President of Signarama from June 2007 to December 2012.

Mark Patek – Executive Vice President – Plano, TX – N. Texas Region

- Executive Vice President of the Company since November 2017.
- Executive Vice President of ROI since January 2020; NLX since January 2019; and Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since January 2017.
- Executive Vice President of PTA in Lees Summit, MO from June 2017 to March 2018.
- Regional Vice President of EXM, TBA and SuperGreen from February 2015 to December 2016; JSS from December 2015 to December 2016.
- Regional Vice President of Signarama and Fully Promoted from June 2014 to December 2016.

Troy Thomas – Executive Vice President – Palm City, FL – North Florida Region

- Executive Vice President of the Company since November 2017.
- Executive Vice President of ROI since January 2020; NLX since January 2019; Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since January 2017.
- Executive Vice President of PTA in West Palm Beach, FL from June 2017 to March 2018.
- Regional Vice President of EXM from February 2015 to December 2016; VTX from March 2016 to December 2016; JSS from January 2016 to December 2016; TBA from February 2015 to December 2016; SuperGreen from January 2014 to December 2016; Signarama and Fully Promoted from January 2013 to December 2016.

Eric Brewstein – Regional Vice President – Maple Glen, PA – Pennsylvania Region

- Regional Vice President of the Company since November 2017.
- Regional Vice President of ROI since January 2020; NLX since January 2019; Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since January 2017.
- Regional Vice President of PTA in Maple Glen, PA from June 2017 to March 2018.
- Head of Sales and Co-founder of The Bacon Jams, LLC, a specialty food company in Westchester, PA from September 2013 to March 2016.
- Director of Business Development and Founder of Corsa Advertising, LLC, an advertising agency in Conshohocken, PA from April 2006 to April 2013.

Ender Cobo – Regional Vice President – Katy, TX – South Texas Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, JSS, NLX and ROI since January 2020.
- Regional Sales Manager of Fiesta Franchise Corporation, a franchise sales company in Houston, TX from June 2017 to January 2020.
- Sales Manager of Energy Conference Network, an event sales company in Houston, TX from October 2015 to June 2017.
- Supervisor of Roen LLC, a delivery company in Weston, FL from January 2015 to October 2015.

John Fleming – Regional Vice President – Monroe, WA – Pacific Northwest Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, VTX, JSS, NLX since April 2019.
- Regional Vice President of ROI since January 2020.

- Director of Business Development of RGP Resource Global Professionals, a consulting business in Seattle, WA from April 2017 to April 2018.
- Director of Sales and Marketing of Dirtfish, a hospitality company in Snoqualmie, WA from March 2014 to October 2016.

Mark Lewis – Regional Vice President – Suwanee, Georgia – Mid-South Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX, JSS and NLX since December 2019.
- Regional Vice President of ROI since January 2020.
- District Sales Manager of ADP a technology sales company in Atlanta, GA from August 2019 to October 2019.
- Regional Manager of Enterprise Holdings a rental car company in Atlanta, GA from September 2000 to March 2019.

Thomas Flood – Regional Vice President – Long Island/New York City Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX, JSS, NLX and ROI since June 2020.
- Vice President of Billups, Inc., an advertising agency in New York, NY from February 2017 to May 2020.
- Senior Vice President of Wilkins Media, an advertising agency in New York, NY from August 2012 to January 2017.
- Brand Director of Signarama and Fully Promoted from April 2006 to August 2010.

Walter Miska – Regional Vice President – Ayer, MA – New England Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since December 2018.
- Regional Vice President of ROI since January 2020; NLX since January 2019.
- Owner of Escape Rooms, an entertainment business in Ayer, MA from September 2016 to December 2018.
- Owner of Beer Geek, a retail franchise in Westford, MA from October 2013 to May 2017.

Dan Nemunaitis – Regional Vice President – Crystal Lake, IL – Midwest Region

- Regional Vice President of the Company since November 2017.
- Regional Vice President of ROI since January 2020; NLX since January 2019; TBA and EXM since February 2015; VTX and JSS since December 2015; SuperGreen since January 2014; and Fully Promoted since December 2013.
- Regional Vice President of Signarama since November 2011.
- Regional Vice President of PTA in Crystal Lake, IL from June 2017 to March 2018.

Evan Opel – Regional Vice President – Midlothian, VA – Virginia Region

- Regional Vice President of the Company since November 2017.
- Regional Vice President of ROI since January 2020; NLX since January 2019; Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since December 2015.

- Regional Vice President of PTA in Midlothian, VA from June 2017 to March 2018.
- Regional Manager of EXM from February 2015 to November 2015.
- Regional Manager of Signarama, Fully Promoted, TBA and SuperGreen from March 2014 to November 2015.
- Regional Manager of PAE in Midlothian, VA from October 2014 to February 2015.
- Account Executive of Holiday Signs, a sign manufacturer in Chester, VA from September 2006 to March 2014.

Eric Redden – Regional Vice President – Charlotte, NC – Carolinas Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, JSS, VTX, NLX and ROI since March 2020.
- Regional Manager of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, JSS, VTX, and NLX from January 2019 to March 2020.
- Franchise Development Representative of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, JSS and VTX from February 2018 to December 2018.
- Lifestyle Director of First Service Residential, a property management business in Dania Beach, FL from June 2015 to February 2018.

Paul Scales – Regional Vice President – Powell, OH – Columbus Region

- Regional Vice President of the Company since February 2020.
- Regional Vice President of ROI, NLX JSS, VTX, EXM, SuperGreen, TBA, Fully Promoted, and Signarama since February 2020.
- Regional Vice President of Atalian Global Services, a facility services company in Columbus, OH from April 2019 to October 2019.
- President and Founder of The Cleaning Pros, a facility services company in Cleveland, OH from October 2017 to April 2019.
- Vice President of System 4 LLC, a facility services and franchise sales company in Independence, OH from January 2006 to September 2017.

Jeffrey Thompson – Regional Vice President – Newport Beach, CA – Southern California Region

- Regional Vice President of the Company since November 2017.
- Regional Vice President of ROI since January 2020; NLX since January 2019, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since January 2016.
- Regional Vice President of PTA in Newport Beach, CA from June 2017 to March 2018.
- Owner of T & H Foundations, a decorative cement and cement furniture fabricator in St. Charles, MO from January 1996 to January 2015.

Andrew Titus – Regional Vice President – West Palm Beach, FL – South Florida Region

- Regional Vice President of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX, JSS, NLX and ROI since March 2020.
- Regional Manager of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX, JSS, and NLX from August 2019 to March 2020.
- Regional Manager of ROI from January 2020 to March 2020.

Alan Van Campen – Regional Vice President – Suwanee, GA – Georgia Region

- Regional Vice President of the Company since November 2017.
- Regional Vice President of ROI since January 2020; NLX since January 2019, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX and JSS since October 2017; and PTA in Suwanee, GA from October 2017 to March 2018.
- District Manager of American Lubefast, an oil change and preventative maintenance company in Lawrenceville, GA from January 2016 to September 2017.
- Managing Member of Pelican Bay Holdings, LLC, an automotive detailing and service company in Buford, GA from March 2015 to September 2016.
- Managing Member of Squeaky's Car Wash and Service Center, an automotive detailing and service company in Suwanee, GA from June 2009 to December 2014.

Jeremy Norfus – Sales Manager – West Palm Beach, FL

- Sales Manager of the Company, Signarama, Fully Promoted, TBA, SuperGreen, EXM, VTX, TGG and NLX since January 2019.
- Senior Advisor of Accurate Franchising, Inc., a franchise development consulting company in West Palm Beach, FL from July 2018 to December 2018.
- Regional Manager of Company and VTX from December 2015 to June 2018; EXM from February 2015 to June 2018.
- Regional Manager of Signarama, Fully Promoted, TBA and SuperGreen from December 2013 to June 2018.
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Item 3 LITIGATION

A. Pending Litigation: ~~None~~

D&D Greek Restaurant, Inc. v. Great Greek Franchising, LLC, (Case No. 20-09770, U.S. District Court for the Central District of California) Filed on October 30, 2020. The parties have not yet begun discovery. The case is based upon alleged prior use of the name “The Great Greek.” A single California business, operating as “The Great Greek Restaurant,” seeks to invalidate the Company’s federally registered trademark.

B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None

C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, an affiliate of ours and covers certain directors, officers and employees of Signarama.

Federal Trade Commission, Plaintiff v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission’s Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee upon the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama.

Signarama entered into a consent order with the Securities Commissioner of Maryland in January 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc. and is Case No. S-95-112. It is alleged in the consent order that Speedy sold 4 franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was

renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Speedy agreed to offer rescission to the 4 franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All 4 franchisees stayed with Signarama.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

On October 13, 2010, Troy Thomas, an Executive Vice President of the Company with an address and principal business address of 2121 Vista Parkway, West Palm Beach, FL 33411, filed a bankruptcy petition under Chapter 7 of the United States Bankruptcy Code (United States Bankruptcy Court for the Eastern District of Michigan, Case No. 10-71480). He was granted a discharge on January 4, 2011. Except as set forth above, no bankruptcy information is required to be disclosed in this Item.

Except as set forth above, no bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

FRANCHISE AGREEMENT

Franchise Fee

When you sign your franchise agreement, you must pay us \$39,500 as the initial franchise fee. Prior to signing the franchise agreement, you will be required to pay a \$9,500 deposit (commonly referred to as a “binder”) upon signing a Deposit Receipt, which is attached to this disclosure document as Exhibit E. At least 14 days prior to paying this binder or signing a Deposit Receipt, we will provide you with a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the sale. This binder is fully refundable if you do not purchase a The Great Greek Mediterranean Grill® franchise. After we receive your binder, we assist you with your search for your location. On the date you enter into your franchise agreement, the binder is applied against the initial franchise fee leaving a remainder of \$30,000 to be paid at the time of signing the franchise agreement.

Eligible United States military veterans with 1 to 10 years of active duty service will receive a discount of 10% of the franchise fee. Eligible veterans with 11 to 20 years of active duty service will receive a discount of 15% of the franchise fee. Eligible veterans with 21 or more years of active duty service will receive a discount of 25% of the franchise fee. Eligible veterans will receive a discount of 5% of the transfer fee. An eligible veteran is a veteran who has received an honorable discharge.

Owners in good standing of our affiliated brands (Signarama, Fully Promoted, TBA, SuperGreen, JSS, VTX and EXM) who purchase The Great Greek Mediterranean Grill® franchise will pay a reduced franchise fee of \$35,550.

The initial franchise fee is non-refundable. Except as described above, the initial franchise fee and the binder are uniformly charged.

Restaurant Package

You must purchase a restaurant package from us, as further described in Items 7 and 8. The contents and cost of the standard restaurant package vary depending on the square footage, condition and capacity of your restaurant location. The range of costs, including shipping, is from 125,000.00 to \$163,250.00, plus taxes. A deposit of \$12,500 on the restaurant package is paid upon execution of the franchise agreement and/or multi-unit development agreement (described below). A second payment of \$37,500 is due within 10 days of signing a lease for your business location, and the balance is due upon earlier of the construction permits being issued for your business location, or upon funding of your construction loan. The restaurant package contains equipment, coolers, furniture, Point of Sale System (POS), Digital Menu Board System, Dining Area Furniture, small wares, interior trade dress, sound system, management computes, outdoor sign, uniforms, grand opening marketing and promotional package. Except for a few items, the equipment package contains all of the equipment, appliances, furniture, fixtures and signage, to begin operating your The Great Greek Mediterranean Grill®. Amounts paid for the restaurant package are uniformly charged and are not refundable.

The price of the standard package is based on a standard layout consisting of 1,800 square foot of usable space. The price also assumes our standard interior and exterior signs comply with requirements of your landlord and local authorities. You should familiarize yourself with requirements in your lease and local ordinances and building codes.

Real Estate Service Charge

Our affiliate Franchise Real Estate is available to assist you with site selection and lease negotiation. You may use Franchise Real Estate's site selection and lease negotiation assistance at your option. Franchise Real Estate may be compensated by your landlord for their services. . The service charge is uniformly charged and will be required to be paid prior to opening your restaurant and is not refundable.

Design and Project Management Fee

You will pay our affiliate, Franchise Real Estate, or another approved supplier designated by Franchise Real Estate, a Design and Project Management Fee ("DPM Fee") of \$10,000 for assistance in managing the construction or remodeling and finishing of the location for your business. You will pay the DPM Fee upon signing the Franchise Agreement. The DPM Fee is uniformly charged and not refundable.

MULTI-UNIT DEVELOPMENT AGREEMENT

Development Fee

If you and we agree that you will develop at least three (3) The Great Greek Mediterranean Grill® restaurants, then you will sign our Multi-Unit Development Agreement (“MUDA”) in the form of Exhibit C to this disclosure document as well as the Franchise Agreement for the first Restaurant to be developed. The Multi-Unit Development Agreement requires the Developer to pay Us a nonrefundable Development Fee equal to the Initial Franchisee Fee for the first required restaurant plus \$20,000 for each additional required restaurant (as specified in the development schedule negotiated between the Developer and Us). As each required restaurant is developed, the Developer must pay us an initial franchise fee of \$29,500 (less \$20,000 credit from the development fee) for that restaurant. You must sign a Franchise Agreement for an additional unit within 5 days of signing a lease for or acquiring the Restaurant premises.

Item 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty ¹	6% of your gross revenues	Payable weekly on the Tuesday of the following week	Gross revenues include all revenue from the franchise location. Gross revenues do not include documented refunds or sales tax..
Marketing/Brand Fund Contribution ²	3% of your gross revenues	Payable weekly on the Tuesday of the following week	We reserve the right to increase the Marketing/Brand Fund Contribution to 4% in the future.
Market Advertising Cooperative Contribution ³	As determined by co-op. Currently, none.	As determined by co-op.	Payable to the cooperative. We have the right to establish local or regional advertising cooperatives.
Local Marketing	1% of your gross revenues	Varies	Payable to vendors. You are required to spend this money throughout the year in your local market, according to our marketing guidelines.
Restaurant Visits by Company Representatives	As agreed upon	As agreed upon	You may request that the Company send a representative to your Restaurant for assistance and advice.

Type of Fee	Amount	Due Date	Remarks
Training Fee ⁴	\$500 or then current fee for each person who attends Level 1 training where the fees are not covered by the initial franchise fee and for any persons attending Level 2 training	Prior to attending training	The initial franchise fee covers the fee for up to 2 persons to attend Level 1 training prior to opening your Restaurant. The fee shown here is an attendance charge for any persons you send to Level 2 training and each additional person you send to Level 1 training. The fee is payable to Us.
Third-party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program.
EPOS System fee ⁵	Currently, \$240 to \$275 per month or the then-current fee	Monthly	Payable to Vendor
Non-compliance fee	\$500	On demand	We may charge you \$500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you \$250 per week until you correct such non-compliance.
Technology fee ⁶	Currently, \$25 per month	Monthly, on the 5 th day of each month	Payable to Us or Vendor
Customer Engagement & Loyalty/Rewards Programs ⁷	\$120-\$150 per month or then current fee	Monthly	Payable to Us or Vendor

Type of Fee	Amount	Due Date	Remarks
Restaurant Management System ⁸	\$150-\$300 per month or then current fee	Monthly	Payable to Us or Vendor
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us for the amount paid and an administrative fee.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special support fee	Our then-current fee, plus our expenses. Currently, \$600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.

Type of Fee	Amount	Due Date	Remarks
Supplier approval	Our cost of any tests or inspections we deemed necessary, not to exceed \$1,000	On demand	Payable only if you request we approve an alternate supplier or product.
Records audit ⁹	Our actual cost	On demand	Payable only if the audit concludes that you under-reported gross revenues by more than 2% during the audited period.
Special inspection fee	Currently \$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal fee	\$2,500	Thirty (30) days before renewal	Payable if you enter into a successor franchise agreement at the end of your agreement term to cover costs of closing and processing paperwork.
Transfer fee	\$29,500 or 10% of the sale price of the franchise business (whichever is greater), or the then current transfer fee at time of transfer.	Prior to consummation of the transfer	Payable by you or the seller from the proceeds of the sale of the franchise.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our willful misconduct or gross negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding, the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

Unless indicated otherwise, the fees or payments listed above are payable to us and are nonrefundable. All of the fees listed above are uniformly applied to franchisees.

¹ Our Franchise Agreement requires you to pay to us a continuing royalty, which is payable weekly. You are prohibited from offsetting or deducting this required royalty payment in any form or fashion. Reporting and payment of royalties shall be done electronically by such methods as the Company may direct from time to time. For a detailed definition of Gross Revenue, please see Article 1 of the Franchise Agreement.

² This Marketing/Brand Fund Contribution is paid to the Great Greek Mediterranean Grill Marketing/Brand Fund. This fee will be used for system-wide advertising, Internet advertising, web hosting and development and advertising for new franchises. See Item 11 for more information regarding the Marketing/Brand Fund. In addition, you will conduct your own local marketing as described in Item 11.

³ There are no marketing cooperatives, purchasing cooperatives, or other cooperatives; therefore, our own outlets do not have any voting power on any fees imposed by a cooperative. If a local or regional cooperative is established, company-owned Restaurants within the locality or region would participate. Each participating Restaurant owned by a franchisee and each participating company-owned Restaurant will be entitled to one vote on any fees imposed by the cooperative. The majority vote of the cooperative will determine the fees imposed by the cooperative. There are no minimum or maximum limits on fees which may be imposed by the cooperative.

⁴ The initial franchise fee covers training fees for up to two persons to attend Level 1 initial training. This amount is payable to us for additional persons sent to Level 1 initial training and all persons attending Level 2 initial training, which also includes replacement employees

attending Level 1 or Level 2 training or other employees attending refresher or additional training.

⁵ The EPOS System Fee covers the monthly license and maintenance and technical support fee for the electronic point of sale software. The fee varies depending on features licensed to you.

⁶ The monthly Technology Fee covers website hosting and maintenance, domain names and email addresses.

⁷ The Customer Engagement Loyalty/Rewards Fee covers mobile, online order and delivery, loyalty and rewards, stored value and CRM marketing platforms.

⁸ The monthly Restaurant Management System Fee covers a central restaurant platform for operator to run the entire business, including forecasting, food and inventory controls, and labor management.

⁹ You give us the right at all times to examine your electronic point of sale (“EPOS”) system, financial books, bank accounts, bank statements, tax returns and records relating to the Restaurant together with the right to make copies. You must provide EPOS system reports and data, copies of your financial books, bank statements, tax returns and other records to us if we request. This right to audit shall also apply to any other business operated from your Restaurant premises that is owned or controlled by you or a member of your family. You are not permitted to combine or commingle your Restaurant operations with that of any other business. You are not permitted to use the bank account or EPOS system designated for your Restaurant to process transactions or sales, make deposits or pay expenses for another business. You must keep the financial books and records of your Restaurant separate and apart from your personal financial books and records and the books and records of any other business you own or operate. You must not file consolidated tax returns for the Restaurant which consolidate the income and deductions of the Restaurant with those of another business. This audit will be at our sole expense; provided, however, you will pay the reasonable cost of any audit where this audit discloses that you have paid less than 98% of your royalties in any one month, plus interest at the lesser of 18% or the highest rate allowed by law from the date such royalties were due. You will be required to maintain all of your financial records for a period of 6 years. You must send to us financial reports annually in the form that we request (balance sheet, profit and loss statement, etc.). You must also provide us with copies of your tax returns on an annual basis. Financial statements and reports for the Restaurant must not be consolidated with any other business. If you consolidate, combine or commingle any of the financial books and records, tax returns or financial reports for the Restaurant with those of another business or use your EPOS system or bank account designated for the Restaurant in the operation of another business, our right to audit will be extended to the complete financial records, tax returns, books and bank accounts of the other business. The highest interest rate allowed in California is 10% annually. If your franchise is located in a jurisdiction where the franchise fee, royalty or any other fees paid by you to us are subject to a tax, you will be required to pay those taxes. You must file all state, federal and local financial reports and returns that may be required by law relative to operating your Restaurant. We have the right to request copies of all of these reports or returns.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

Type of Expenditure	Amount Estimated Range	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee ¹	\$39,500	Lump sum	At time of signing of Franchise Agreement	Us
Development Fee ¹	\$40,000 to \$180,000	Lump sum	At time of signing of MUDA	Us
Real Estate Service Charge ⁴	\$0 to \$3,500	Lump sum	Prior to opening	Franchise Real Estate
Design and Project Management Fee ⁵	\$10,000	Lump sum	At time of signing the Franchise Agreement	Franchise Real Estate or Approved Suppliers
Equipment, furniture and fixtures ⁷	\$125,000 to \$163,250 plus taxes	As arranged	\$12,500 is due upon signing the Franchise Agreement;\$37,500 is due within ten (10) days after signing the lease for the Restaurant, and the balance is due upon the earlier of construction permits issued for the location, or funding of a construction loan	Company or Approved Supplier
Remainder of Estimated Initial Investment for First Restaurant ¹⁴	\$305,500 to \$582,000	As outlined in table below	As outlined in table below	As outlined in table below
Total ¹⁴	\$520,000 to \$978,250			

**YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee ¹	\$35,550 - \$39,500	Lump sum	Upon signing the franchise agreement	Us
Travel and Living Expenses (while attending Level 1 and 2 training programs ²	\$10,000 - \$20,000	As Incurred	As incurred	Restaurants, Hotels, Airlines, Ground Transportation
Real Estate Lease Deposits ³	\$5,000 - \$16,000	Check	Upon execution of lease	Landlord
Real Estate Service Charge ⁴	\$0 - \$3,500	Lump Sum	Before you open your business	Franchise Real Estate
Design and Project Management Fee ⁵	\$10,000 - \$10,000	Lump sum	Upon signing the franchise agreement	Franchise Real Estate or Approved Suppliers
Leasehold Improvements ⁶	\$225,000 - \$420,000	As arranged	Prior to opening	Architect, Contractors and/or Landlord
Equipment, furniture, supplies and fixtures ⁷	\$125,000 plus taxes - \$163,250 plus taxes	As arranged	\$12,500 is due upon signing the Franchise Agreement; \$37,500 is due within ten (10) days after signing the lease for the Restaurant, and the balance is due upon the earlier of construction permits issued for the location, or funding of a construction loan	Us or Approved Suppliers
Opening Inventory ⁸	\$7,000 - \$15,000	As arranged	Prior to opening	Approved Suppliers
Insurance ⁹	\$2,000 - \$6,000	As arranged	As incurred	Supplier

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Utility Deposits/Licenses ¹⁰	\$1,000 - \$3,000	As arranged	As incurred	Suppliers, Utility Providers; and/or Government Agencies
Grand Opening Advertising and Promotion ¹¹	\$20,000 - \$25,000	As arranged	Within five (5) days of execution of the lease	Us or Approved Suppliers
Opening Assistance ¹²	\$500 - \$2,000	As arranged	As incurred	Suppliers
Additional funds (for 0 – 6 months) ¹³	\$35,000 - \$75,000	As arranged	As incurred	Employees, suppliers, and other third-party vendors
Total ¹⁴	\$476,050 - \$798,250			

Notes:

Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third party lessors and suppliers will decide if payments to them are refundable. Neither we or any of our affiliates offer any financing for your initial investment.

¹ **Initial Franchise Fee.** The payment of the initial franchise fee is discussed in detail in Item 5 of this Disclosure Document. The lower amount represents the initial franchise fee for franchisees in good standing with one of our affiliated brands.

If you sign a Multi-Unit Development Agreement, in addition to the \$39,500 initial franchise fee for your first Restaurant, you will pay a reduced initial franchise fee of \$29,500 for each additional Restaurant you agree to open. If you sign a Multi-Unit Development Agreement, you will pay a nonrefundable Development Fee equal to the initial franchise fee for your first Restaurant, \$39,500, plus a deposit of \$20,000 for each additional Restaurant you agree to open. As you proceed to develop and open Restaurants, you will sign a franchise agreement prior to opening each additional Restaurant. As each required restaurant is developed, the Developer must pay an initial franchise fee of \$29,500 (less \$20,000 credit from the Development Fee) for that restaurant.

² **Travel and Living Expenses.** Standard costs for training and opening assistance are covered in the initial franchise fee. Our initial training program is 4 to 5 weeks. You or Your Operator Principal, must attend the initial training program. You must pay all travel, accommodation, and living expenses for any additional individuals that attend the initial training program. We provide one round trip airfare to our Florida corporate headquarters where we hold Level 1

initial training. We also provide hotel accommodations and one daily meal for one person during Level 1 of initial training. You will incur additional costs for other daily meals, local transportation and your entertainment, and in connection with any additional persons attending Level 1 initial training, including their travel, meal and other costs. You will also incur costs such as travel, meals and transportation for two employees during Level 2 initial training. See Item 11 for more information.

³ Real Estate/Real Estate Security Deposit. A typical new The Great Greek Mediterranean Grill® Restaurant generally occupies 1,800 to 2,000 square feet of indoor space for an in-line or end cap unit. A lease normally requires payment of the first month's rent and a deposit equal to a second month's rent. The levels of rent vary widely from area to area and for different locations within the same area. The Great Greek Mediterranean Grill® Restaurant can be located in strip shopping centers, shopping malls, free-standing units, and other venues in metropolitan and suburban areas. A location within a mall or large shopping center may be smaller but require higher rent. You should investigate all these costs in the area where You wish to establish Your Restaurant. Site costs depend on location, size, visibility, economic, accessibility, and competitive market conditions.

We expect that you will rent your location. It is possible however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Restaurant.

⁴ Real Estate Service Charge. At your option, our affiliate, Franchise Real Estate, assists you in locating and negotiating a lease for the premises, construction management, restaurant design and layout and obtaining building renovation costs and, in some instances, will receive compensation from the landlord.

⁵ Design and Project Management Fee. The DPM Fee includes assistance and preliminary review for up to four sites for the proposed The Great Greek Mediterranean Grill® Restaurant location and assistance on kitchen and restaurant design, construction management, and obtaining building renovation costs. We also provide a detailed review for up to two sites. Additional sites and project work are billed at the then current rate.

⁶ Leasehold Improvements. Typically, The Great Greek Mediterranean Grill® Restaurants are located in retail strip centers, shopping plazas or at stand-alone locations. The cost of purchasing or leasing and developing a site for a The Great Greek Mediterranean Grill® franchise may vary considerably depending on such factors as geographic location, size, materials expense, subcontractor expense, tenant landlord improvement allowances, and the local real estate market. Depending on the floor plan, you will need a space between 1,800 to 2,000 square feet. You will pay all construction expenses, including the cost of all required site work, leasehold improvements, and permitting expenses. The high estimated amount is dependent on the extent of build out required. We will provide you with mandatory specifications and layouts for your The Great Greek Mediterranean Grill® franchise location, including requirements for dimensions, design, image, interior layout, decor, fixtures, color scheme and other suggestions. You must have prepared, all at your expense, all required construction plans and specifications

to suit the shape and dimensions of the franchise location and must ensure that the plans and specifications comply with all applicable federal, state or local laws, codes, regulations, ordinances, building codes and permit requirements and with lease requirements and restrictions. The lower figure assumes the landlord bears many of these costs, which might then be included in the rent.

⁷ Equipment, Furniture, Supplies and Fixtures. These fees include required restaurant equipment, fixtures, furniture, point-of-sale system, digital menu system and display monitors, music sound system, management computer, interior décor, exterior signage and small wares including small kitchen appliances, kitchen utensils, silverware, glassware, and tableware supplies. These fees include refrigeration, freezer, grill, fryer, shipping, delivery, installation, and other related items described in further detail in the Schedule A. The investment amount might increase depending on additions such as additional square footage, additional seating, banquettes and signage.

⁸ Opening Inventory. This is an estimate of the initial food, beverage and paper inventory.

⁹ Insurance. The cost of insurance varies depending on many factors. You should contact Your insurance agent and obtain an estimate of Your actual insurance costs. You are obligated under the Franchise Agreement to hold certain business insurance policies including comprehensive general liability policy, a policy covering “all risk” of physical loss, hired and non-owned auto insurance and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain worker’s compensation, cyber liability, data security and business interruption insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation. Your expenses will vary depending on your exact requirements as dictated by your landlord and/or local insurance rates.

¹⁰ Utility Deposits/Licenses. You will need to provide deposits for your utilities. The amounts of these deposits will vary depending on the practices of your utilities. You must also register your business with the local county along with a fictitious name and other requirements of your local or state government. Each of these entities may charge a fee for your registration and/or certain taxes. The estimates in this table assume that you do not sell beer and wine. You are not required to serve beer and wine, but you may do so. The cost of a license to serve beer and wine, or to serve all alcoholic beverages, will vary widely by the jurisdiction in which your business is located. If you plan to serve alcoholic beverages, you should investigate the costs and other requirements of the appropriate licenses in your jurisdiction.

¹¹ Grand Opening Advertising and Promotion. You must conduct a grand opening advertising campaign to promote the opening of your Restaurant. You and We will agree on a specific grand promotional program for Your new Restaurant. The cost of this mandatory promotional program will range from \$20,000 to \$25,000. Restaurants being opened in a new trade area may require more initial spending than where Our brand is already known. The grand opening advertising campaign is in addition to your ongoing marketing obligations.

¹² Opening Assistance. Standard costs for opening assistance are covered in the initial franchise fee. There are several factors that could impact the cost of your opening assistance, including the amount of advance notice given to us so that we can book travel arrangements, seasonality

increases, and local events that directly affect availability and rates. Travel rates are generally lower with at least a 14-day notice before booking, therefore a fee may be applied if travel is booked within 14-days' notice of the Restaurant completing all inspections. Travel will not be booked prior to your location obtaining the certificate of occupancy and successfully completing an initial health inspection.

¹³ You will need capital to support your ongoing expenses, e.g. payroll and utilities, to the extent that these costs are not covered by sales revenue when you first open. This figure does not include sums necessary for living or personal expenses nor payments for any debt service you may have. New businesses often generate a negative cash flow for a time. We estimate the amount given will be sufficient to cover on-going expenses for the start-up phase of your business that we calculate to be up to six months. However, this is only an estimate and we cannot assure you that additional capital will not be necessary during your start-up phase. Our estimate is based on our good faith calculations from the development of two The Great Greek Mediterranean Grill® Restaurants by affiliates in Nevada, the development of a The Great Greek Mediterranean Grill® Restaurant in Florida, and the current development of two additional The Great Greek Mediterranean Grill® Restaurants in Nevada. Your costs will depend on factors such as how much you follow our System and procedures, your management skills and experience, your business skills, local economic conditions, the prevailing wage rate, the local market for the Restaurant, competition and sales levels reached during the start-up phase.

¹⁴ If you sign a Multi-Unit Development Agreement, you should be aware that your initial investment for your 2nd and subsequent Restaurants could be higher than your initial investment for your 1st Restaurant due to inflation and other economic and market factors that fluctuate over time.

This is Our estimate of the total expenses to start Your Restaurant. Except as otherwise noted, none of these payments are refundable. We will not finance any of these payments. The total is an estimate of your initial investment and is based on our good faith calculations from the development of two The Great Greek Mediterranean Grill® Restaurants by affiliates in Nevada, the development of a The Great Greek Mediterranean Grill® Restaurant in Florida, and the current development of two additional The Great Greek Mediterranean Grill® Restaurants in Nevada. We encourage you to seek the advice of your business advisor, accountant or attorney to help formulate a business plan and a methodology of your business operation. *Remember: A business plan is an important step in understanding your financial needs.* Your costs will depend to a great extent on Your area, the size of Your Restaurant; how much You follow the System and its procedures; Your management skill, experience, and business acumen; and the sales level reached during the initial period. You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and other local market conditions, which can be highly variable. You must bear any deviation or escalation in costs from the estimates in this Item 7.

We expect that you will rent your location. It is possible however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Restaurant.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us, our designee, or from suppliers approved by us; or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. Each Restaurant must be constructed or remodeled to Our specifications. You must obtain Our written approval of any proposed alterations to Our specifications before any work is begun. You must improve and equip the building from which you operate the Restaurant in accordance with our then current approved design specifications and standards. In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state or local laws.

B. Insurance. You must obtain insurance as described in the franchise agreement and in our Manual, which currently includes: (i) comprehensive general liability policy with a minimum combined single limit covering bodily injury and property damage with respect to the business location and products, and completed operations of \$1,000,000; (ii) all-risk property insurance including fire, vandalism, theft, burglary and extended coverage with primary and excess limits of at least 80% replacement value of the business and its inventory, equipment and fixtures; (iii) Employment Practices Liability Insurance with a combined single limit of at least \$500,000 including full prior acts coverage, third party coverage and Fair Labor Standard Acts coverage; (iv) if your business serves alcoholic beverages, separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit; and (v) all insurance required by applicable law, including workers' compensation and disability (limits may vary according to geographical location). Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details. You must license your point of sale software from an exclusive supplier we designate. The supplier is the only approved supplier for the point of sale software. You are also required to use payroll services and credit card processing and merchant services vendors in your operations. We have approved suppliers for these services and for insurance and bookkeeping software. These specific items and services can be purchased from our approved suppliers or another vendor of your choice. Currently, We require You to use a

Toast® point-of-sale system that complies with Our specifications. During the last fiscal year, neither We nor any affiliate received any revenues as a result of franchisee purchases.

D. Equipment Package. You must buy an equipment package from us. The package contains substantially all of the equipment, appliances, furniture, fixtures and signage you will need to begin operation. The equipment package is further described in Schedule A attached to the franchise agreement. For the year ended April 30, 2020, our gross revenue from equipment package sales to franchisees was \$200,023 or 14.9% of our total revenue of \$1,344,839.

E. Distributor. We have entered into a supply agreement with Sysco South East Florida, LLC, a major supplier of food products and other items used in restaurants. The agreement requires the Company to designate Sysco as the sole supplier of approximately 90% of the food products that will be used in your business. We expect to receive payments from Sysco and other suppliers in connection with franchise purchases. The payments from these suppliers are expected to be in a range of 0-5% of the total purchases by franchisees from these suppliers. The suppliers also may sponsor events and/or rent booths at our franchisee meetings and may advertise in publications issued by us. Except as disclosed above, we derive no revenue or other material benefit from suppliers that provide products or services to our franchisees. We do not provide material benefits to our franchisees based on a franchisee's use of an approved source.

F. Real Estate Services. You must obtain design and project management services from our affiliate, Franchise Real Estate, including assistance and preliminary review of up to 4 sites for proposed business locations, a detailed review of up to 2 sites and then construction assistance for the build out and renovation of the site. Franchise Real Estate may designate approved suppliers as an alternate source for some of the design and project management services from time to time. Franchise Real Estate and approved suppliers designated by Franchise Real Estate are the only approved suppliers for the design and project management services. At your option, you may also obtain assistance with site selection and lease negotiation from Franchise Real Estate. When you use Franchise Real Estate's site selection and lease negotiation services, Franchise Real Estate may receive compensation from the lessor of the business location. For the year ended December 31, 2019, Franchise Real Estate's gross revenue from providing real estate services to franchisees was \$70,148 or 4.3% of the affiliate's total revenue of \$1,630,241. We computed the affiliate's total revenue, and its revenue from providing real estate services to franchisees using the affiliate's audited financial statements for the year ended December 31, 2019.

G. Internet Services. You must purchase website, domain and email hosting and maintenance services from us. For the fiscal year ended April 30, 2019, our gross revenue from franchisee purchases of these services was \$0 or 0% of our total revenue of \$1,344,839. We are the only approved supplier of website, domain and email hosting and maintenance services.

Except as described above, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future. You may be required to purchase from Us in the future software, Internet, and multi-area marketing programs, and to participate in these programs. There are no such requirements at this time, and we estimate based on present circumstances, that these required purchases will be less than one percent of Your purchases and leases.

Our CEO, Ray Titus, owns an interest in us, and Franchise Real Estate.

Alternative Suppliers

Unless we have determined that we have an adequate number of suppliers available for the System, you are free to suggest alternative suppliers who must meet our criteria, and we will make available to you our criteria for approval of alternative suppliers. We do not issue or make available to you or any proposed alternative supplier any of our specifications and standards which we may modify at any time. In the event that You desire to purchase or use any products which are not approved by the Company, You may submit to us full particulars of such proposed items, including a reasonable supply thereof, for us to make a determination whether the proposed item meets our standards and specifications. You will pay the full cost of any tests or inspections of such items as the Company deems necessary, and You shall not use or sell such items unless and until they have been approved in writing by the Company. The cost of such testing and inspection shall not exceed \$1,000. The testing and inspection will be completed within 30 days of Your request and the submission of the required samples. The Company shall be entitled to revoke its approval if any item fails to continue to meet its standards and specifications and will notify You in writing if it takes this action. You shall offer all products and services, and only those products and services, as may be designated by the Company. All such products and services shall be provided by You exactly as required by the Company.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

You may use only marketing and promotional materials that we have approved (See Items 6 and 11 for more information on marketing).

Our standards, specifications and designation of approved suppliers disclosed above are required for the purpose of protecting the goodwill associated with the The Great Greek Mediterranean Grill® trademarks and to ensure a uniform image and uniform quality services in all The Great Greek Mediterranean Grill® Restaurants. We will vary our standards, specifications and designations at your request if necessary, for you to comply with local laws or regulations.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 90% to 95% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 90% to 97% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We expect to receive payments from Sysco and other suppliers in connection with franchisee purchases. The payments from these suppliers are expected to be in a range of 0-5% of the total purchases by franchisees from these suppliers.

Purchasing or Distribution Cooperatives

There are no purchasing or distribution cooperatives in the System that offer to you certain products used in the franchise business. In the future, we intend to negotiate price terms with approved suppliers for the benefit of its franchisees.

Negotiated Arrangements

We have not negotiated purchase arrangements with suppliers, including price terms, for the benefit of franchisees; however, we intend to negotiate purchase arrangements in the future.

Benefits Provided to You For Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 4.4, 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.1, 6.4, 7.5, 7.6	Items 6, 7, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 3.2(v), 5.1, 5.2, 7.8, 8.3, 8.4, 9.4(d), 10.5, 11.2, 11.3, 15.2(i), 16.1, 17.6	Items 5, 6 and 7

Obligation	Section in agreement	Disclosure document item
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 7.24, 8.1, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.3	Item 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Items 6 and Item 17
v. Post-termination obligations	§§13.1, 13.2(b), 14.2 to 14.6	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND
TRAINING

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your business (Section 5.1):

A. At least 14 days after we provide you with a copy of this Disclosure Document, together with a copy of any proposed agreements relating to the sale of the franchise, you pay to us your fully refundable deposit of \$9,500, and we begin the process of helping you find a location for your The Great Greek Mediterranean Grill® business. If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site, but you may engage our affiliate, Franchise Real Estate, to assist with you these matters.

(i) We generally do not own your location.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Section 6.1). We do not select your site, but your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the location of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. We will provide advice in regard to establishing your business.

C. Our affiliate, Franchise Real Estate, will provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the location into a The Great Greek Mediterranean Grill®, including layout designs.

D. We will loan to you prototype architectural drawings for your location.

E. We will advise you with regard to the way in which fixtures and equipment are to be installed in the location with a view to the efficient operation of the business.

F. We will sell to you the appliances, signs, fixtures, furniture and other items listed in Schedule A to the Franchise Agreement, and it will deliver (but not install) these items. We reserve the right to sell these items directly or to sell them to you through another affiliate or third party.

G. We will provide you with a list of approved suppliers of the products to be sold at the business.

H. We will inspect the business upon completion of construction and installation of the equipment, furniture and fixtures to determine that it meets our current standards;

I. We will make available to you our standard initial training at our headquarters and a restaurant location we designate.

J. We will provide, for a period of five days, a member of our staff to assist in initial on-site training and guidance on commencement of operations of the business. We will pay the travel and other costs of our staff member for this purpose.

K. We will provide you with our detailed Operating Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of a The Great Greek Mediterranean Grill®.

L. We will provide you with other relevant manuals and written material which we deem necessary.

Length of Time To Open

The typical length of time between signing the franchise agreement and the opening of your business is six to nine months. Factors that may affect the time period include your ability to obtain a lease, obtaining financing, obtaining business permits and licenses, hiring employees, and shortages or delayed installation of equipment, fixtures, and signs.

Our Post-Opening Obligations

After you open your business (Section 5.2):

A. We will provide you with details of any alterations and/or improvements in or to the System.

B. At no cost to you, we will periodically visit your business and furnish to you such advice and assistance as is, from time to time, reasonably required in our sole discretion. Operating assistance may consist of advice and guidance with respect to:

- (i) Methods and procedures for the purchase, storage, display, preparation and sale of approved products and the supply of approved services;

- (ii) New and additional products and services as we may approve, from time to time, to be used or offered for sale by the business;
- (iii) The purchase, operation, maintenance and use of equipment, displays, uniforms, materials and supplies;
- (iv) Implementing advertising and promotional programs approved by us;
- (v) Establishing and implementing of administrative, bookkeeping, accounting, inventory control, and general operating procedures for the operation of the business;
- (vi) Prices to be charged for menu items; and
- (vii) The operation, cleanliness and efficiency of the business.

C. You may at any time request that we send a field/marketing representative to aid you in the business. If we have a representative available at the time of the request, we will send a representative at our then-current fee for special assistance (including travel expenses).

D. We will, from time to time, free of charge, send you bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

E. We will offer advice regarding your equipment, computer hardware and software, and food service processes by telephone and electronic communication.

Advertising

A. *Our obligation.* We will develop marketing, promotion and advertising programs designed to promote The Great Greek Mediterranean Grill® businesses. Your participation in all such advertising and sales promotion programs must be in full and complete accordance with any terms and conditions as we may have established.

We will provide access to advertising and marketing materials and services to You. We currently conduct marketing at a trade area level to encourage visits from potential, as well as prior, customers. We may also use premium incentives and product awareness campaigns in advertising and promotion. Advertising media may include print, Internet, vehicle wraps, fundraisers, social networking sites, public relations campaigns and radio or television (primarily local in scope). Whenever possible, the material is produced in-house or provided by vendors.

B. *Your own advertising material.* You may develop advertising materials for Your own use at Your own cost. All advertising materials must have been approved by Us in advance and in writing. Approval takes between 30 and 60 days. All of Your advertising, promotion and marketing must be completely clear and factual, not misleading, conform to the highest standards of ethical marketing and promotion policies, and comply with all truth in advertising laws. You must submit to Us samples of all advertising, promotional and marketing materials (including Internet or electronic media marketing material) for Our prior written approval. You must only use

advertising copy and other materials which are in strict compliance with Our requirements, as set forth in the Manual or otherwise.

There are no restrictions on Your advertising, except that You may not advertise independently on the Internet, including any social networking sites, or outside Your territory, and that Your advertising must be approved by Us, as stated above. You may not establish or maintain any website or any type of presence on the Internet or World Wide Web that in any manner whatsoever uses the Marks without Our prior written approval. You must adhere to the social media policies that We establish from time to time, and must require Your employees to do so as well. You must participate in Our “e-club” marketing campaigns, Gift Card program, Loyal Customer program and similar marketing programs as they are developed.

C. *Advertising council.* We do not have an advertising council of franchisees to advise us on advertising policies, although we reserve the right to form one in the future.

D. *Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives; however, we have the right to require you to participate in a local or regional advertising cooperative if one is formed for your area.

We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. The amount you must contribute to the cooperative will be determined by vote of the members and franchisees in the same cooperative will contribute at the same rate. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees.

We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review.

Cooperatives must prepare annual financial statements which are available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

E. *Marketing/Brand Fund.* You must contribute 3% of Your Restaurant’s Gross Revenues to the Marketing/Brand Fund. The Company reserves the right to increase the Marketing/Brand Fund Contribution to 4%. This fee will be collected by automatic withdrawal from your designated bank account.

We will administer the Marketing/Brand Fund and spend Marketing/Brand Fund Fees only for the purposes described in the Franchise Agreement and follow the procedures contained in the Marketing/Brand Fund Policy described in the Manual.

The Marketing/Brand Fund which will be used to develop, produce and administer marketing programs designed to increase brand awareness for all Restaurants systemwide.

Advertising may be in the form of print ads, radio, television or electronic media and may be conducted on a local, regional and/or national basis. We may use a national or regional advertising agency or in-house advertising to create and place advertising. All interest earned on monies contributed to the Marketing/Brand Fund will be used for the same purpose.

The purpose of the Marketing/Brand Fund is to develop advertising and marketing programs that will benefit all Restaurants wherever located. We cannot ensure that the Marketing/Brand Fund's expenditures will be equally beneficial or proportionate to each Restaurant's contributions. There is no obligation to use the assets of the Marketing/Brand Fund to spend any amount in the area in which your Restaurant is located.

Restaurants owned and operated by us are not obligated to pay Marketing/Brand Fund Contributions.

We administer the Marketing/Brand Fund and manage the financial and administrative functions of the Marketing/Brand Fund. The Marketing/Brand Fund is not audited. We will make unaudited annual financial statements available to franchisees upon request. If not all funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing/Brand Fund to be spent in the next year.

During calendar year 2019, expenditures by the Marketing/Brand Fund by category were as follows: Marketing Agency Fees – 15%, Website/Technology – 10%, Branding/Creative – 20%, Digital and Social Marketing POP Materials – 5%, Public Relations – 15%, and Digital & Social Media – 35%.

F. *Market introduction plan.* You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

G. *Required spending.* In addition to the Marketing/Brand Fund Contributions, you will be responsible for all of your own direct marketing and local advertising of the business. You must expend at least an amount equal to 1% of all gross revenues on local advertising (including public relations) in each year. For the purposes of this paragraph, the term “local marketing” shall mean all marketing and public relations costs, advertising and promotions affected through the medium of the Internet, mobile marketing, email and other digital communications media, local radio or television broadcasts, newspapers, periodicals, billboard advertising and public relations. Upon our request, you must submit to us an accounting of the monies you have spent, together with copies/proof of all marketing. We must approve your marketing materials prior to their use. We will not unreasonably withhold approval of any marketing materials that you propose to use, if your materials are factually accurate and current, conform to the highest standards of ethical marketing and all applicable laws and regulations, are in good taste and accurately depict the Marks. Our review and approval of your marketing materials is not a warranty of any kind. You are responsible for ensuring that your materials are factually accurate and current, and all materials and activities conform to the highest standards of ethical marketing and applicable laws and regulations.

You must participate in all other sales and promotional activities as the Company may reasonably require and pay the costs of such programs upon demand. You are prohibited from

offering any coupons without the prior written consent of the Company. If you issue coupons in violation of this agreement, which coupons are redeemed at other The Great Greek Mediterranean Grill® Restaurants, you shall be obligated to pay the owner of such location(s) two times the amount of the coupon redeemed. Such remedy is in addition to our right to terminate your Multi-Unit Development Agreement and your Franchise Agreements due to your breach.

Point-of-Sale and Computer Hardware and Software Systems

You must install and use computer systems, including hardware and software, meeting our specifications, as modified from time to time in response to business, operations and market conditions, as stated in the Operating Manual. The computer system described below is a POS System you will use to take orders and make sales of food and beverages. The POS System may include an integrated customer loyalty and rewards program and customer relationship management (CRM) database, mobile and on-line ordering, delivery interface, stored value and gift cards, or they may be separate programs, depending on the current vendors. The POS System is included in the Schedule A to the Franchise Agreement. The initial cost of the POS System hardware and software is approximately \$15,000 which is included in the Schedule A restaurant package price.

You will use a POS System that is built on a state-of-the-art hardware platform that includes: 2 terminals for your front counter area allowing for multiple people to simultaneously take orders, display stands, 2 customer receipt printers, 2 cash drawers and kitchen display screens. Please note that this is a standard POS System configuration and is subject to change pending factors such as the size of your Restaurant, among other factors. Any additional hardware may be available at your expense. The Company will build out the internal ordering interface and will maintain functionality, including menu updates and any new modules. Franchisees may be given permission to customize regional functionality at the discretion of the Company.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

The subscription for the point-of-sale system is \$240 to \$275 per month, depending on the features or options you obtain for your EPOS System or the then current fee which includes software licensing, loyalty rewards program, hardware insurance and technical support, mobile and on-line ordering, delivery interface, stored value and gift cards, enterprise and business management software. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$0 to \$1,000. We have no contractual obligation to provide maintenance, repairs, upgrades, support or maintenance to the EPOS System.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, reports and any other data which may be stored or hosted on servers. There is no contractual limitation on our right to access the information. Selection of Your Restaurant Location

B. Franchise Agreement

In assisting you to locate your Restaurant site, we analyze demographic information regarding your community. We assess the demographics and then visit potential sites in your area with you. The Company generally will respond within 60 days of your request for approval of a proposed site. If Company does not approve the site you proposed, Company will allow you to examine alternative sites for your Restaurant. Approval must be obtained and operations must commence within 300 days of the date of the Franchise Agreement. While we will not unreasonably withhold our approval of a site, if we cannot agree with you on a site, you may forfeit your initial franchise fee. The Franchise Agreement does not have any provision that addresses termination if you do not select a site within a prescribed period. We may terminate the Franchise Agreement, if you have not commenced operation of the Restaurant from an approved site within 300 days from the date of the Franchise Agreement unless the period is extended by us.

You may locate your own site rather than utilizing our assistance. However, you and Company must mutually agree on your location prior to opening. Our approval is not a warranty or a guarantee of your success at your selected location, and you retain final approval of the site selected and leased by you.

We consider some of the following factors when assessing the acceptability of a Restaurant location:

- Population volume
- Business and commercial enterprises readily available
- Commercial income
- Competitive analysis
- Accessibility by car
- Accessibility by walk in traffic
- Financial institutions in the area
- Accessibility to Post Office, Banks and other businesses
- Parking
- Sign exposure
- Square footage
- Rent
- Visibility
- Traffic
- Proximity to other The Great Greek Mediaterranean Restaurants
- Condition of premises
- Cost of construction
- Length of construction time
- Landlord contributions
- Surrounding tenants and landlord
- Other factors

We obtain our demographic information from some of the following sources:

- The U.S. Post Office
- Your local, state and national and international Chambers of Commerce
- Your local Better Business Bureau
- Newspaper
- Building and Development Departments
- Physical Inspections and Business Counts
- Demographic surveys using computer programs
- Local business (traffic counts from next door neighbors.)

A franchisee is required to select their Restaurant location prior to attending our initial training program. The total time from the signing of the Franchise Agreement to the opening of a new Restaurant location is typically from six to nine months. Factors that may affect this time period include the ability to procure and install equipment and computers, make acceptable financial arrangements, obtain any required approvals in zoning and/or building permits, as well as resolve other factors bearing on construction.

C. Multi-Unit Development Agreement

We may terminate the MUDA, if you fail to open Restaurants according to a Development Schedule which is contained in the MUDA.

Operating Manual

See Exhibit H for the table of contents of our Manual as of the date this disclosure document, with the number of pages devoted to each subject and the total number of pages in the Manual.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Level 1

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction/Orientation	2	0	Headquarters
Intro to Business Operations	0	2	Restaurant
Menu Review	0	2.5	Restaurant
Vendor Ordering Process	1	1	Headquarters/Restaurant
Brand Awareness	1.5	0	Headquarters
Goal Setting	2.5	0	Headquarters
Labor Management/Scheduling	3	0	Headquarters
Food Cost Management/Inventory	5.5	1	Headquarters/Restaurant
Marketing	2	0	Headquarters

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Paychex	2	0	Headquarters
Personnel	1	0	Headquarters
Vendor Relations	1	0	Headquarters
Basic Equipment Maintenance and Repair	1	1	Headquarters/Restaurant
Front of House Management	0	4	Restaurant
Intro to Financials	1	0	Headquarters
Financial Management	2	0	Headquarters
Point of Sale System & Cash Accountability	1	3	Headquarters/Restaurant
Hot Line Part 1: Grill & Fryer	0	3.5	Restaurant
Hot Line Part 2: Gyro Broiler and Oven/Range	0	3.5	Restaurant
Cold Line Part 1: Gyro Station	0	3.5	Restaurant
Cold Line Part 2: Salad Station	0	3.5	Restaurant
Prep Part 1: Protein and Vegetables	0	3	Restaurant
Prep Part 2: Sauces and Desserts	0	3	Restaurant
Safety and Sanitation	3	2	Headquarters/Restaurant
Storage	0.5	1	Headquarters/Restaurant
Opening/Closing	0	3	Restaurant
Customer Service	2	2	Headquarters/Restaurant
TOTAL LEVEL 1:	32	42.5	

Level 2

Subject	CLASSROOM HOURS	ON THE JOB HOURS	Location
Health Code and Food Handling Procedures, Cashier, Point of Sale, Customer Service, Closing Checklist, Expediter	0	45	Certified Training Restaurant
Protein, Sauce, Appetizer, Dessert and Vegetable Prep	0	45	Certified Training Restaurant
Dessert Prep, Charbroiler, Gyro Broiler, Fryer, Gyro Station	0	45	Certified Training Restaurant
Gyro Station, Salad Station, Manager Certification	0	45	Certified Training Restaurant
TOTAL LEVEL 2	0	180	

We anticipate holding a training class for new franchisees once per month. Training will be held at our offices in West Palm Beach, Florida and a The Great Greek Mediterranean restaurant in Palm Beach Garden, Florida. In the future, we may designate other restaurants as “Certified Training Restaurants” that are authorized to conduct our training program. Although it is not required, you may attend a refresher-training program or send your representative to be trained at any time in the future. All you have to do is pay your travel, lodging, meals and a training fee if charged at that time. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Sections 7 and 8.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Michael Mitchell is our training instructor. He joined one of our affiliates as a Franchise Development Representative in January 2016 and became a training instructor in September 2017. Prior to joining our affiliate, he worked at several restaurants over a period of 14 years.

You and your general manager must attend our “Level 1” training at our headquarters and a Certified Training Restaurant.

There is no fee for one person to attend our Level 1 training. We will pay for one round-trip airfare (not including baggage or other fees) to West Palm Beach, Florida, hotel accommodations and one daily meal for the duration of initial training for one person. We will charge a fee (currently \$500 per person) for additional attendees, and you are responsible for their travel, lodging and meal expense. (The foregoing assumes you sign a franchise agreement to develop a new The Great Greek Mediterranean Grill® business. If instead you purchase an existing business, and you have not previously attended our Level 1 training program, then you must pay the training fee and your own costs of travel, lodging and meal expense).

In addition, you must have at least two individuals in your business (working a combined total of 12 shifts in the business each week) that have completed our “Level 2” training. The Level 1 initial training program must be completed prior to attending Level 2 training. We expect that your general manager will be one of these individuals. If you are working full-time in your business, then you may be the other individual. Level 2 training consists of four weeks of training or 180 hours at a Certified Training Restaurant. Level 2 training will consist of a Manager Certification, Prep Certification, Line Cook Certification, Expo Certification, and Cashier Certification. The level two training. You and/or your manager must have successfully completed level 2 training 45 days prior to opening your restaurant.

If a Level 2 Certified Employee ends employment with you for any reason, you must arrange for that employee’s replacement to attend and successfully complete Level 2 of initial training at a Certified Training Restaurant designated by no later than 120 days after the departure of the trained employee. You must pay us \$500 or our then current training fee for replacement Level 2 training prior to training. You are responsible for the travel, lodging and meals expenses for all persons attending Level 2 training.

Except as described above, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Our training program will be offered 12 times during 2020. Although it is not required, you may attend a refresher-training program or send your representative to be trained at any time in the future. All you have to do is pay your travel, lodging, meals and a training fee if charged at that time. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Sections 7 and 8.

In addition, all of your employees must complete, at your expense, all current and future training programs designated by us.

You must comply with all applicable board of health food safety guidelines and certification requirements, including Food Manager Certification, prior to attending training, opening for business, and on an ongoing basis. You are solely responsible for the cost of these certifications and for determining and complying with the applicable requirements.

Web-Based Training and Training Video Series:

We will loan you one copy of any training videos that we may develop in the future for the term of the Franchise Agreement. We may also develop an internet-based training program and offer and/or require your participation in that program (together with the videos, the “Training Videos”).

You must treat the Training Videos and any other training materials we create or approve for use in your operation of the business, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Training Videos remain our sole property and must be kept, as applicable, in a secure place within the business location.

We may revise the contents of the Training Videos and you must return to us any Training Videos that are replaced by any updates we issue.

PCI Compliance:

You will be solely responsible for ensuring that your POS System and Computer System are, and remain, compliant with all current “Payment Card Industry” (PCI) requirements periodically promulgated by VISA®, MasterCard®, American Express®, Discover®, and/or any other credit card brand honored at your franchised business(es). You must ensure that the business adheres to the standards applicable to electronic payments including PCI standards or any equivalent standards. If we or one of the credit card companies requires, you must provide us with evidence of compliance with the applicable standards and provide, or make available, to us copies of an audit, scanning results or related documentation relating to the compliance. You must pay any costs associated with an audit or to gain compliance with these standards. You must immediately (in any event within 24 hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the cashless system (or related cashless data) used in the business.

Item 12

TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will typically specify a territory of a 1-mile radius around your location. In densely populated areas, we reserve the right to specify a smaller territory.

Relocation of Restaurant

You may relocate your The Great Greek Mediterranean Grill® under the following conditions:

1. Prior to relocation, you submit your request in writing to us.
2. You must not be in default of the terms of your Franchise Agreement.
3. We will evaluate your request with respect to the suitability of your proposed location and proximity of your proposed location to other restaurants (both The Great Greek Mediterranean Grill® Restaurants and competitors) as well as demographic information.

Options to Acquire Additional Franchises

You have no options, right of first refusal or similar rights to acquire an additional franchise within any particular territory, although you may ask us at any time to purchase additional franchises. You will be granted an additional franchise based on the following:

1. Whether or not you are currently in default or have been in default of any part of your Franchise Agreement.
2. Your financial history and the financial stability of your existing location; and your experience managing your existing location.

Territory Protection

We grant you a protected territory. In your territory, we will not open another The Great Greek Mediterranean Grill® business, nor license or franchise another party to open a The Great Greek Mediterranean Grill® business, except for businesses located in limited access venues (meaning venues that serve primarily the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes and restricted business complexes). If your franchise is located in a “limited access venue”, then your protected territory will consist of the venue.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions On Us From Soliciting or Accepting Orders In Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting By You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that we reserve the right to control all internet-based marketing.

Competition By Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer; however, the franchise agreement does not prohibit us from doing so.

Multi-Unit Development Agreement

During the term of the Multi-Unit Development Agreement, you will have the right to develop, own and operate a specified number of The Great Greek Mediterranean Grill ® Restaurants in your Development Area. There is no minimum or maximum size for the Development Area. We can establish and operate The Great Greek Mediterranean Grill ® Restaurants for our own account or grant franchises for The Great Greek Mediterranean Grill ® Restaurants for locations in the Development Area subject to the territorial protection granted to you under the Franchise Agreements for Restaurants developed, owned and operated by you or your affiliates.

The Multi-Unit Development Agreement requires that you comply with a development schedule to open and operate a set number of Restaurants within the Development Area by certain dates. If you fail to meet the development schedule, or are otherwise in default of the Multi-Unit Development Agreement or a Franchise Agreement with us, we may terminate your development rights under the MUDA. A default solely under the Multi-Unit Development Agreement will not cause you to lose any territorial protection granted to you under any Franchise Agreement for any Restaurant.

The locations of the Restaurants to be established by you in the Development Area under a Multi-Unit Development Agreement must be approved by us, and the standards for sites in effect at the time of execution of the Franchise Agreement for a location will apply. The Franchise Agreements for your locations will provide that you will have a protected territory within a one mile radius of the location of the Restaurant in which the Franchisor will not operate a The Great Greek Mediterranean Grill ® Restaurant nor grant the right to any other person or entity to operate a The Great Greek Mediterranean Grill ® Restaurant.

You may receive an exclusive territory. You may face competition from other franchises, from outlets we own, or from other channels of distribution or competitive brands that we control.

The Company reserves the right to (without compensation to any franchisee):

1. open and operate The Great Greek Mediterranean Grill ® Restaurants or franchise others to open and operate The Great Greek Mediterranean Grill ® Restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, shopping malls, stadiums, amusement parks and similar locations of a “non-standard” nature, regardless of location within the Territory;
2. open and operate or franchise others to open and operate non-standard The Great Greek Mediterranean Grill® Restaurants within the Territory under the System and Marks or different trademarks (e.g., within drug stores, supermarkets, department stores, truck stops, hotel or motel chains, or other channels of distribution such as the Internet or direct marketing);
3. develop and operate and to franchise or license others to develop and operate The Great Greek Mediterranean Grill® Restaurants at any location outside your Territory subject to the territorial protection granted to you under the Franchise Agreements; and
4. establish franchises or Company-owned businesses other than a restaurant business selling sandwiches and similar franchised or Company-owned businesses selling sandwiches under any trademark or trade name other than the The Great Greek Mediterranean Grill® name but only if these businesses are acquired as part of a merger or acquisition with another local, regional or national chain or system.

We will not modify your Development Area granted under the Multi-Unit Development Agreement and your rights under the Multi-Unit Development Agreement without your written permission, provided that you are in complete compliance with the terms and conditions of your Multi-Unit Development Agreement and the terms and conditions of each of the franchise agreements you will enter into with the Company for each The Great Greek Mediterranean Grill ® Restaurants opened by you in the Territory.

You may relocate a Restaurant within the Territory under the following conditions:

1. Prior to relocation, you submit your request in writing to us for our approval.

2. You must not be in default of the terms of the Multi-Unit Development Agreement and/or the Franchise Agreement for the Restaurant You wish to relocate.
3. We will evaluate your request with respect to the proximity of your proposed location to other restaurants offering similar products and services, (both The Great Greek Mediterranean Grill® Restaurants and competitors) as well as demographic information.

You have no options, right of first refusal or similar rights to acquire additional development rights within any Territory, although you may ask us at any time to purchase additional rights. You will be granted additional development rights based on the following:

1. Whether or not you are currently in default or have been in default of any part of your Multi-Unit Development Agreement or any of your Franchise Agreements; and
2. Your financial history and the financial stability of your existing locations; and your experience managing your existing locations.

Item 13 TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by us. It is registered on the Supplemental Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
The Great Greek Mediterranean Grill Word Mark	September 26, 2017	5298597

Because no federal registration is at least five years old, no Section 8 or 15 affidavits have been filed and the trademark above is not incontestable. The trademark has not yet been renewed.

We do not have a federal registration for our principal trademark on the Principal Register of the United States Patent and Trademark Office. Therefore, our trademark does not have many of the legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Determinations

There are currently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise

Protection of Rights

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual, training materials as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual, training materials and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public recipes, plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You must protect the confidentiality of our Manual and other proprietary information and use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

If you or your employees develop any new concept, process or improvement in the operation or promotion of the business, you must promptly notify us and give us all necessary information, free of charge. You must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally devote full-time and best efforts to the direct operation of your business. You are not required to sign a personal guarantee; however, you are required to personally sign the franchise agreement, even if you form a corporation, partnership or other business entity for the operation of the franchise. If you form a corporation or other business entity, you will sign the franchise agreement both personally and on behalf of the business entity as an officer or director of the company. If you form a partnership, you and your partners will sign the franchise agreement personally.

Your business must, at all times, be under the direct on-location supervision of you, or someone who has been trained by you or has completed our training program. That person is not required to have any ownership or equity interest in the franchise entity. In addition, you must at all times employ two individuals that have successfully completed Level 2 of our initial training program and are devoting a combined 12 shifts each week to working in the business. A shift is

defined as one hour prior to opening until 3:00pm or 3:00pm to one hour after closing. You may be considered one of these individuals as long as the shift requirement above is met.

Brand Standards may specify the business' minimum staffing levels necessary to meet those Brand Standards, certified manager training, and uniform dress code. Neither we nor our affiliates have any control or authority over your labor relations, including, among other things, employee selection, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, or working conditions, or any other control over your employment practices. Your employees are solely under your control. You must communicate clearly with your employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are the employer and that neither we, as the franchisor of The Great Greek Mediterranean Grill® businesses, nor our affiliates, are their employer.

We do not have the right to approve or disapprove of your choice for manager. Your manager must sign a confidentiality agreement maintaining confidentiality of our trade secrets and other proprietary information described in Item 14 and abide by the non-compete covenants described in Item 17, which are valid for two years after the termination of their employment. You must take steps necessary to ensure that Your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and are properly trained. You and Your employees must handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from Our name and goodwill.

Your managers are not required to have an equity interest in the business or you. You must adopt and implement reasonable steps to prevent improper disclosure of confidential information by your on-site managers, including the use of non-disclosure agreements with those having access to confidential information. We reserve the right to pre-approve the forms of nondisclosure agreements you use solely to ensure you adequately protect confidential information. Under no circumstances will we control the forms or terms of employment agreements you choose to use with your employees or otherwise be responsible for your labor relations or employment practices. You must keep copies of non-disclosure agreements and send them to us upon request solely for us to confirm your compliance with your confidentiality obligations.

You must disclose to us in writing the specific details of any investment in any other restaurant or food-related business or franchise held by you, any of your owners, or any of your owners' spouses. Your General Manager may not have any interest in, or perform any work for, any other restaurant or food-related business or franchise, whether or not it is a competitive business.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your location.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): Not applicable	35 years from date of franchise agreement.
b. Renewal or extension of the term	FA: § 3.2 MUDA: Not applicable	You may obtain a successor franchise agreement for one additional 35-year term.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: Not applicable	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 35-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; renovate to then-current standard; sign then-current form of franchise agreement; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	FA: Not applicable MUDA: Not applicable	

Provision	Section in franchise or other agreement	Summary
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	FA: § 14.1 MUDA: § 6	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement can be contractually terminated, we have the right to terminate your MUDA.
g. “Cause” defined--curable defaults	FA: § 14.1 MUDA: Not applicable	Non-payment of amounts due (15 days to cure); violation of system standards (15 days to cure); other violation of the franchise agreement other than non-curable default (30 days to cure).

Provision	Section in franchise or other agreement	Summary
h. “Cause” defined--non-curable defaults	FA: § 14.1 MUDA: § 6	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; failure to complete training to our satisfaction; failure to open for business by opening deadline; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; abandonment; slander or libel of us; refusal to cooperate with inspection; operation in a manner that constitutes a significant danger not cured within 48 hours; three defaults in 12 months; cross-termination (does not apply to termination of MUDA); charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand. MUDA: failure to meet development schedule and payment schedules contained therein; violation of franchise agreement or other agreement which gives us the right to terminate it.
i. Franchisee’s obligations on termination/non-renewal	FA: §§ 14.2 – 14.6 MUDA: Not applicable	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 10	Unlimited

Provision	Section in franchise or other agreement	Summary
k. “Transfer” by franchisee - defined	FA: § 1 MUDA: 10	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest of the business, or (iv) control of the business.
l. Franchisor’s approval of transfer by franchisee	FA: § 15.2 MUDA: § 10	No transfers without our approval.
m. Conditions for franchisor’s approval of transfer	FA: § 15.2 MUDA: 10	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer signs our then-current franchise agreement; you’ve made all payments to us and are in compliance with the franchise agreement; buyer completes training program; you sign a general release; business complies with then-current system specifications.
n. Franchisor’s right of first refusal to acquire franchisee’s business	FA: § 15.5 MUDA: 10	If you want to transfer your business, we have a right of first refusal.
o. Franchisor’s option to purchase franchisee’s business	Not applicable	
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: 10	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: Not applicable	You cannot have ownership interest in, or be engaged or employed by, any competitor.

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: Not applicable	For two years, no ownership or employment by a competitor located within ten miles of your former territory or the territory of any other The Great Greek Mediterranean Grill® business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4 MUDA: § 10	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 10	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 11	Either party may initiate non-binding mediation before legal proceedings are filed.
v. Choice of forum	FA: §§ 17.1, 17.2 MUDA: § 11	Mediation shall take place in your home state. Any legal proceedings must be brought exclusively in the 15 th Judicial Circuit Court in and for Palm Beach County, Florida (subject to state law).
w. Choice of law	FA: § 18.8 MUDA: § 11	Florida law applies (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit J - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Operating Results for The Great Greek Affiliate Restaurants
Located in Nevada and Florida

The operating results shown below are a historic representation for the four The Great Greek Restaurants owned by our affiliates, Neighbors Hospitality, LLC, Blue Adamas, LLC, Tessera, LLC and Tritos LLC.

The Great Greek Restaurants whose results are shown below have 3 restaurants located in Clark County, Nevada, and one located in Palm Beach County, Florida. One of these restaurants have been operating for more than 7 years, one of them has been operating for more than 3 years, and two of them have been operating more than 1 year. They are located on well-traveled streets in shopping centers and sell the food products that will be sold by franchisees.

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Table 1 – Gross Revenues for Four Affiliate-Owned Restaurants

<u>Name of Affiliate (Location)</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Neighbors Hospitality, Inc.</u> <u>(Henderson, NV)</u>	<u>\$1,582,290</u>	<u>\$1,826,523</u>	<u>\$2,135,167</u>
<u>Blue Adamas, LLC</u> <u>(Southwest Las Vegas, NV)</u>	<u>\$2,203,873</u>	<u>\$2,353,571</u>	<u>\$2,635,195</u>
<u>Tessera, LLC</u> <u>(Northwest Las Vegas, NV)</u>	<u>N/A</u>	<u>N/A</u>	<u>\$1,843,301</u>
<u>Tritos, LLC</u> <u>(Palm Beach Gardens, LLC)</u>	<u>N/A</u>	<u>N/A</u>	<u>\$653,087</u>

Table 2 – Cost of Goods Sold (as a Percentage of Gross Revenues)
for Four Affiliate-Owned Restaurants

<u>Name of Affiliate (Location)</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Neighbors Hospitality, Inc.</u> <u>(Henderson, NV)</u>	<u>33.1%</u>	<u>30.6%</u>	<u>26.5%</u>
<u>Blue Adamas, LLC</u> <u>(Southwest Las Vegas, NV)</u>	<u>40.7%</u>	<u>29.9%</u>	<u>29.1%</u>
<u>Tessera, LLC</u> <u>(Northwest Las Vegas, NV)</u>	<u>N/A</u>	<u>N/A</u>	<u>24.3%</u>
<u>Tritos, LLC</u> <u>(Palm Beach Gardens, LLC)</u>	<u>N/A</u>	<u>N/A</u>	<u>35.5%</u>

Table 3 – Total Payroll Costs (as a Percentage of Gross Revenues)
for Four Affiliate-Owned Restaurants

<u>Name of Affiliate (Location)</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Neighbors Hospitality, Inc.</u> <u>(Henderson, NV)</u>	<u>22.4%</u>	<u>24.2%</u>	<u>27.7%</u>
<u>Blue Adamas, LLC</u> <u>(Southwest Las Vegas, NV)</u>	<u>10.2%</u>	<u>23.7%</u>	<u>28.1%</u>
<u>Tessera, LLC</u> <u>(Northwest Las Vegas, NV)</u>	<u>N/A</u>	<u>N/A</u>	<u>27.4%</u>
<u>Tritos, LLC</u> <u>(Palm Beach Gardens, LLC)</u>	<u>N/A</u>	<u>N/A</u>	<u>37.0%</u>

Notes:

1. “Gross Revenues” is all sales generated by the restaurant, not including sales tax. Rebates and cash back to customers are excluded from this amount.
2. “Cost of Goods Sold” is the cost for food and beverage net of any vendor rebates.
3. The fiscal year for each of the affiliate-owned restaurants ends on June 30. Accordingly, in this Item 19:
 - “2019” refers to the period July 1, 2019 – June 30, 2020;
 - “2018” refers to the period July 1, 2018 – June 30, 2019; and
 - “2017” refers to the period July 1, 2017 – June 30, 2018.
4. If the affiliate-owned restaurant was not in operation for the entire fiscal year, no amount was disclosed in the table and labeled “N/A”.
5. We are not aware of any material financial or operational characteristics of these restaurants that would reasonably be anticipated to differ materially from future operational franchise outlets.

**Gross Revenues – Operational Franchise Outlets
Fiscal Year 2019***

	Gross Revenues
Westminster, Colorado	\$1,007,234
The Colony, Texas	\$664,009

The Gross Revenues – Operational Franchise Outlets financial performance representation is based on a population of 2 franchise Stores that (1) are located in the United States; (2) reported their sales for each of the twelve (12) months in Fiscal Year 2019*; and (3) have been in operation for at least one (1) year as of April 30, 2020.

* For the purposes of this chart, Fiscal Year 2019 shall mean May 1, 2019 to April 30, 2020, which matches the fiscal year of the Franchisor.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except as set forth in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark D. Nichols, Senior In-House Counsel, 2121 Vista Parkway, West Palm Beach, Florida 33411, and (561) 640-5570, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2017 to 2019*

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2017	0	0	0
	2018	0	2	+2
	2019	2	6	+4
Company-Owned**	2017	1	2	+1
	2018	2	3	+1
	2019	3	4	+1
Total Outlets**	2017	1	2	+1
	2018	2	5	+3
	2019	5	10	+5

* Our fiscal year end is April 30. Accordingly, in this Item 20:
 “2019” refers to the period May 1, 2019 – April 30, 2020
 “2018” refers to the period May 1, 2018 – April 30, 2019
 “2017” refers to the period May 1, 2017 – April 30, 2018

** This includes The Great Greek Mediterranean Grill® businesses operated by our affiliates, Neighbors Hospitality, LLC Blue Adamas, LLC and Tritos LLC.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2017	0
	2018	0
	2019	0
Total	2017	0
	2018	0
	2019	1

Table 3
Status of Franchised Outlets
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Colorado	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
Florida	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
Michigan	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Texas	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Totals	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
	2019	2	4	0	0	0	0	6

Table 4
Status of Company-Owned Outlets
For years 2017 to 2019

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Florida	2017	0	0	0	0	0	0
	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
Nevada	2017	1	1	0	0	0	2
	2018	2	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2019	2	1	0	0	0	3
Totals	2017	1	1	0	0	0	2
	2018	2	1	0	0	0	3
	2019	3	1	0	0	0	4

Table 5
Projected Openings As Of April 30, 2020*

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened (as of April 30, 2020)	Column 3 Projected New Franchised Outlets In The Next Fiscal Year (May 1, 2020 to April 30, 2021)	Column 4 Projected New Company- Owned Outlets In the Next Fiscal Year
Alabama	0	0-1	0
Alaska	0	0-1	0
Arizona	0	0-1	0
Arkansas	0	0-1	0
California	36	0-1	0
Colorado	1	0-1	0
Connecticut	0	0-1	0
Delaware	0	0-1	0
Florida	19	2-6	1
Georgia	0	1-2	0
Hawaii	0	0-1	0
Idaho	0	0-1	0
Illinois	1	0-1	0
Indiana	0	0-1	0
Iowa	0	0-1	0
Kansas	0	0-1	0
Kentucky	0	0-1	0
Louisiana	0	0-1	0
Maine	0	0-1	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened (as of April 30, 2020)	Column 3 Projected New Franchised Outlets In The Next Fiscal Year (May 1, 2020 to April 30, 2021)	Column 4 Projected New Company- Owned Outlets In the Next Fiscal Year
Maryland	0	0-1	0
Massachusetts	0	0-1	0
Michigan	19	0-1	0
Minnesota	1	0-1	0
Mississippi	0	0-1	0
Missouri	0	0-1	0
Montana	0	0-1	0
Nebraska	0	0-1	0
Nevada	0	1-2	2
New Hampshire	0	0-1	0
New Jersey	2	0-1	0
New Mexico	0	0-1	0
New York	0	0-1	0
North Carolina	0	0-1	0
North Dakota	0	0-1	0
Ohio	6	0-1	0
Oklahoma	0	0-1	0
Oregon	0	0-1	0
Pennsylvania	0	0-1	0
Rhode Island	0	0-1	0
South Carolina	0	0-1	0
South Dakota	0	0-1	0
Tennessee	0	0-1	0
Texas	0	2-4	0
Utah	2	0-1	0
Vermont	0	0-1	0
Virginia	7	0-1	0
Washington	0	0-1	0
West Virginia	0	0-1	0
Wisconsin	0	0-1	0
Wyoming	0	0-1	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened (as of April 30, 2020)	Column 3 Projected New Franchised Outlets In The Next Fiscal Year (May 1, 2020 to April 30, 2021)	Column 4 Projected New Company- Owned Outlets In the Next Fiscal Year
Totals	94	6-60	3

* Projected openings for the period May 1, 2020 to April 30, 2021.

Current Franchisees

Exhibit I contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit I contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Sale of Previously Owned Outlet

We are not selling a previously-owned franchised outlet now under our control.

Confidentiality Clauses

In the last three fiscal years, two franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21 FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.

Exhibit G contains our audited financial statements dated April 30, 2018, April 30, 2019 and April 30, 2020. Our fiscal year end is April 30.

The performance of our obligations under the Franchise Agreement has been guaranteed by our affiliate, Sign*A*Rama Inc. d/b/a Signarama, pursuant to a Guarantee of Performance. The interim unaudited financial statements ending June 30, 2020; and the audited financial statements for Sign*A*Rama Inc. d/b/a Signarama prepared in accordance with generally accepted accounting principles for the periods ending December 31, 2017, December 31, 2018 and December 31, 2019 are attached as part of Exhibit G-1, along with a copy of Guarantee of Performance.

Item 22

CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Multi-Unit Development Agreement
- C. Franchise Agreement
- D. Form of General Release
- E. Deposit Receipt Letter
- F. Compliance Certification
- K. State Addenda to Franchise Agreement
- L. State Addenda to Multi-Unit Development Agreement

Item 23

RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document as Exhibit N.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this disclosure document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 (212) 416-8236	New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

MULTI-UNIT DEVELOPMENT AGREEMENT

DATED _____ 20__

GREAT GREEK FRANCHISING, LLC

And

GREAT GREEK MEDITERRANEAN GRILL MULTI-UNIT DEVELOPMENT AGREEMENT

**THE GREAT GREEK MEDITERRANEAN GRILL®
MULTI-UNIT DEVELOPMENT AGREEMENT**

THIS MULTI-UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between **Great Greek Franchising, LLC**, a Florida limited liability company, with its principal place of business at 2121 Vista Parkway, West Palm Beach, Florida 33411 ("Franchisor") and _____, whose address is _____ ("Developer").

RECITALS

A. Developer wishes to develop The Great Greek Mediterranean Grill® Restaurants pursuant to the terms and conditions of this Multi-Unit Development Agreement (the "**Development Agreement**");

B. For each The Great Greek Mediterranean Grill® Restaurant Developer will open and operate Franchisor and Developer will enter into a Franchise Agreement (the "**Franchise Agreement**");

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and for other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Franchisor and Developer agree as follows:

1. **Multi-Unit Development Commitment.** Developer shall develop and open the cumulative number of The Great Greek Mediterranean Grill® restaurants according to the schedule attached hereto as Exhibit A (the "**Development Schedule**");

2. **Fee and Payment.** Developer agrees to pay to Franchisor a nonrefundable development fee equal to the initial franchise fee for the first Restaurant, \$39,500, plus a deposit of \$20,000 for each additional Restaurant Developer agrees to open and operate (the "**Development Fee**"), as shown on the Development Schedule. If this Agreement is terminated pursuant to Section 6 of this Agreement, all initial franchise fees shall be forfeited to Franchisor in consideration of the rights granted in the Development Area up to the time of termination.

3 **Form of Agreement.** For each The Great Greek Mediterranean Grill® restaurant Developer will open and operate, Developer shall execute Franchisor's then-current standard form of franchise agreement as stated in the Development Schedule. Developer is required in each instance to obtain Franchisor's prior approval of each proposed restaurant location to be developed prior to leasing or acquiring a location. This Agreement does not give Developer the right to construct, open, or operate a The Great Greek Mediterranean Grill® restaurant. Developer acknowledges that each such The Great Greek Mediterranean Grill® restaurant may only be constructed, opened, and operated pursuant to the terms and conditions of a separate Franchise Agreement executed in accordance with this Development Agreement.

4. **Development Area.** Developer shall locate each The Great Greek Mediterranean Grill® restaurant it develops under this Agreement within the following areas: _____ as outlined on the attached map attached hereto as Exhibit B (the "**Development Area**"). Developer acknowledges that it does not have exclusive rights to develop, open or operate The Great Greek Mediterranean Grill restaurants in the Development Area, except that if Developer agrees to open an operate more than three (3) The Great Greek Mediterranean Grill® restaurants in its Development Schedule, and so long as Developer is not in default as more fully described in Section 6, then Developer shall have exclusive rights to develop, own and operate its The Great Greek Mediterranean Grill® restaurant s in the Development Area.

5. **Term of Development Agreement.** Unless earlier terminated pursuant to Section 6 of this Agreement, this Agreement shall expire upon the earlier of (i) the date specified in the Development Schedule or (ii) upon the opening of the last restaurant listed in the Development Schedule.

6. **Default and Termination.** Franchisor may terminate this Agreement upon notice to Developer without providing Developer an opportunity to cure if any of the following occur:

- (i) Developer fails to meet the timelines in the Development Schedule, including payment schedules, or is otherwise in breach of this Development Agreement; or
- (ii) Franchisor has the right to terminate any Franchise Agreement between Franchisor and Developer (or any affiliate thereof) due to Developer's default thereunder (whether or not Franchisor actually terminates such Franchise Agreement).

7. **Limitation of Liability.** Developer's commitment to develop The Great Greek Mediterranean Grill® restaurants is in the nature of an option only. If Franchisor terminates this Agreement for Developer's default, Developer shall not be liable to Franchisor for lost future revenues or profits from any unopened The Great Greek Mediterranean Grill® restaurants.

8. **Conditions.** Developer's right to develop each The Great Greek Mediterranean Grill® Restaurant franchise after the first restaurant is subject to the following:

- (i) Developer must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional The Great Greek Mediterranean Grill® restaurants, in the reasonable judgment of Franchisor, and
- (ii) Developer must be in full compliance with all brand requirements at its open The Great Greek Mediterranean Grill® restaurants, and not in default under any Franchise Agreement or any other agreement with Franchisor.

9. **Applicable Law and Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally:

- (i) agrees that any suit, action or legal proceeding arising out of or relating to the offer, negotiation, performance, validity or interpretation of this Agreement, shall be brought only in the courts of record in Palm Beach County, Florida;
- (ii) consents to the jurisdiction of each such court in any suit, action or proceeding;
- (iii) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and
- (iv) agrees that service of any court paper may be effected on such party by U.S. mail or by any manner as may be provided under applicable laws or court rules.

Notwithstanding the foregoing, if Franchisor deems it necessary to commence an action in Developer's jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.

10. **Transfer; Miscellaneous.** Franchisee shall not Transfer this MUDA without the prior written consent of Great Greek Franchising, LLC, and any Transfer without Great Greek Franchising's prior written consent shall be void. The provisions of Section 15.1 (Transfer By Great Greek Franchising), and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

11. **Dispute Resolution; Equitable Relief.** Any controversy or claim arising out of or relating to this Agreement or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be determined exclusively in the state courts in Palm Beach County, Florida. Each party waives any objection to the jurisdiction of the courts in Palm Beach County, Florida over them, agrees that, except as to Federal Lanham Act claims, Florida law will apply to this Agreement and waives any right to objection to the jurisdiction or venue of the state courts in Palm Beach County, Florida. However, prior to any suit, action or legal proceeding taking place, either party may, at its option, submit the controversy or claim to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures, if the American Arbitration Association or other mutually agreeable mediator is unable to conduct the mediation, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation shall be binding on both parties. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. In the event of litigation, the reasonable attorney fees and costs of the prevailing party shall be paid by the non-prevailing party. The provisions of this Section 10 shall be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law. Franchisor and Developer (and their respective owners) waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it. This Section shall be deemed to be self-executing and shall remain in full force and effect after the expiration or sooner termination of this Agreement. Mediation shall take place in Developer's home state. Developer acknowledges and agrees that it is the intent of the parties that mediation or litigation between Franchisor and Developer shall be of Franchisor's and Developer's individual claims, and that none of Developer's claims shall be mediated or litigated on a class-wide basis or on a joined or consolidated claim basis.

12. **Acknowledgments.** Developer acknowledges that it has received a complete copy of this Agreement, the Franchise Agreement, the attachments thereto, if any, at least seven calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that it has read and understands this Agreement, the Franchise Agreement, the attachments thereto and the agreements relating thereto contained in the Franchise Disclosure Document received by Developer and that Franchisor has accorded Developer ample opportunity and has encouraged Developer to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate original as of the date and year first written above.

DEVELOPER:

FRANCHISOR:

**GREAT GREEK FRANCHISING, LLC,
a Florida limited liability company**

By: _____

By: _____

EXHIBIT A DEVELOPMENT SCHEDULE

DEVELOPER NAME: _____

PRINCIPAL(S): _____

NOTICE ADDRESS: _____

EMAIL: _____

Developer's rights under the Development Agreement are conditioned upon its active development of the Development Area. Developer will directly develop and operate within the Development Area, and ensure the continued operation of, not less than the following number of The Great Greek Mediterranean® restaurants within the timeframes stated below:

Restaurant No.	Deadline Date for Opening of Restaurant	Initial Franchise Fee	Amount of Initial Franchise Fee Collected at Execution of MUDA	Deadline for Collection of Balance of Initial Franchise Fee	Deadline for Execution of Franchise Agreement
1					
2					
3					
4					
5					
6					
7					

8					
9					
10					
Totals					

ACKNOWLEDGED AND AGREED TO:

Developer

Franchisor

EXHIBIT B
DEVELOPMENT AREA MAP

ACKNOWLEDGED AND AGREED TO:

Developer

Franchisor

EXHIBIT C
FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

DATED _____ 20__

SUMMARY PAGE	
1. Franchisee	_____
2. Initial Franchise Fee	\$39,500
3. DPM Fee	_____
4. Development Area	_____
5. Business Location	_____
6. Territory	_____
7. Franchisee's Address	_____

FRANCHISE AGREEMENT

This Agreement is made between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”), and Franchisee effective as of the date signed by Great Greek Franchising (the “Effective Date”).

Background Statement:

A. Great Greek Franchising and its affiliates own a system (the “System”) for developing and operating fast-casual restaurants specializing in Greek and Mediterranean cuisine under the trade name “The Great Greek Mediterranean Grill®”.

B. The System includes (1) methods, procedures; and standards for developing and operating a The Great Greek Mediterranean Grill® business; (2) plans, specifications, equipment, signage and trade dress for The Great Greek Mediterranean Grill® businesses; (3) particular products and services; (4) the Marks; (5) training programs; (6) business knowledge; (7) marketing plans and concepts; and (8) other mandatory or optional elements as determined by Great Greek Franchising from time to time.

C. The parties desire that Great Greek Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a The Great Greek Mediterranean Grill® business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

“**Action**” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by Great Greek Franchising.

“**Business**” means the business owned by Franchisee and operated under this Agreement.

“**Competitor**” means any business for which Greek and/or Mediterranean cuisine is a material portion of the product offering or menu.

“**Confidential Information**” means all non-public information of or about the System, Great Greek Franchising, and any The Great Greek Mediterranean Grill® business, including all methods for developing and operating the Business, and all non-public recipes, plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“**Gross Revenues**” means the entire amount of all of Franchisee’s revenues arising out of the ownership or operation of the Business. This amount is to include, without limitation, revenues derived from or relating to all sales of food and beverages rendered at, or for orders placed at or completed for delivery in, through, or from the Business. The revenues are determined regardless of whether they are evidenced by cash, credit, checks, services, property or other means of

exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded or credit given to customers shall be deducted in computing Gross Revenues to the extent that such cash or credit represent amounts previously included in Gross Revenues on which Royalty and Marketing Fees were paid. Sales of prepaid cards or similar products is not included in Gross Revenues, but the redemption of any such card or product will be included in Gross Revenues.

“Input” means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

“Limited Access Venue” means a venue that primarily serves the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes, and restricted business complexes.

“Location” means the location address stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

“Losses” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Great Greek Franchising’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“Manual” means Great Greek Franchising’s confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“Marketing/Brand Fund” means the fund established by Great Greek Franchising into which Marketing Fund Contributions are deposited.

“Marks” means the service mark and logo contained on the Summary Page, and/or all other trade names, trademarks, service marks and logos which may be specified by Great Greek Franchising from time to time for use in the Business.

“Remodel” means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new The Great Greek Mediterranean Grill® business.

“Required Vendor” means a supplier, vendor, or distributor of Inputs that Great Greek Franchising requires franchisees to use.

“System Standards” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Great Greek Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance,

business metrics, catering and/or delivery, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, menu and other product and service offerings, operating hours, presentation of Marks, quality of products and services, recipes, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“**Territory**” means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

“**Transfer**” means for Franchisee to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Great Greek Franchising grants to Franchisee the right to operate the Business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate the Business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Great Greek Franchising shall not open, nor license the right to any third party to open, another The Great Greek Mediterranean Grill® business outlet within the Territory, other than in a Limited Access Venue. Great Greek Franchising retains the right to:

- (a) establish and license others to establish and operate The Great Greek Mediterranean Grill® businesses outside the Territory;
- (b) establish and license others to establish and operate The Great Greek Mediterranean Grill® businesses in Limited Access Venues inside the Territory;
- (c) operate and license others to operate businesses anywhere that do not operate under The Great Greek Mediterranean Grill® brand name; and
- (d) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than The Great Greek Mediterranean Grill® outlets.

2.3 Full-Time and Best Efforts. Franchisee shall serve as the day-to-day general manager of the Business and must devote his or her full-time and best efforts to the management of the Business.

2.4 Entity Franchisee. Franchisee may, at the Franchisee’s option, operate the Business through a limited liability company, corporation or other business entity, provided that: (i) the Franchise Agreement shall remain in the Franchisee’s name, and the full legal name of the business

entity shall be added to the Franchise Agreement as an additional Franchisee; (ii) the business entity is newly organized and its activities are confined exclusively to operating the Business; (iii) Franchisee is the owner of all the stock or membership units of the business entity and is the principal executive officer thereof; (iv) Franchisee furnishes Great Greek Franchising with the name, address, telephone number and percentage of ownership of each officer, director, shareholder and member of the business entity; and (v) no part of the Marks shall form part of the business entity's legal name. In furtherance of this Section 2.4, in the event Franchisee operates the Business through a business entity which is not named as an additional Franchisee in the Franchise Agreement, Franchisee hereby grants an irrevocable power of attorney to Great Greek Franchising and appoints Great Greek Franchising as Franchisee's attorney-in-fact to add the business entity to this Agreement as an additional Franchisee.

2.5 No Conflict. Franchisee represents to Great Greek Franchising that Franchisee: (i) is not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement; (ii) is not a direct or indirect owner of any Competitor; and (iii) is not listed or "blocked" in connection with, and is not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 35 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for one additional period of 35 years, subject to the following conditions prior to expiration:

- (a) Franchisee notifies Great Greek Franchising of the election to renew between 90 and 180 days prior to the end of the term;
- (b) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Great Greek Franchising (or any of its affiliates) at the time of election and at the time of renewal;
- (c) Franchisee has made or agrees to make (within a period of time acceptable to Great Greek Franchising) renovations and changes to the Business as Great Greek Franchising requires to conform to the then-current System Standards;
- (d) Franchisee executes Great Greek Franchising's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another renewal or successor term;
- (e) Franchisee pays a renewal fee of \$2,500; and
- (f) Franchisee executes a general release (on Great Greek Franchising's then-standard form) of any and all claims against Great Greek Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable. If Franchisee submitted a deposit of \$9,500 prior to executing this Agreement, such amount shall be credited towards the initial franchise fee.

4.2 Royalty Fee. Franchisee shall pay Great Greek Franchising a weekly royalty fee (the “Royalty Fee”) equal to 6% of Gross Revenues. The Royalty Fee for any given week is due on the Tuesday of the following week.

4.3 Marketing Contributions.

(a) Marketing/Brand Fund Contribution. Franchisee shall pay Great Greek Franchising a contribution to the Marketing/Brand Fund (the “Marketing/Brand Fund Contribution”) as determined by Great Greek Franchising, not to exceed 4% of Franchisee’s Gross Revenues, at the same time as the Royalty Fee. As of the Effective Date of this Agreement, the Marketing/Brand Fund Contribution is 3% of Franchisee’s Gross Revenues.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Revenues (or other amount) determined by the Market Cooperative.

4.4 Restaurant Package. Franchisee shall purchase the restaurant package described on Schedule A from Great Greek Franchising (or another affiliate or third party designated by Great Greek Franchising). Franchisee shall pay \$12,500 towards such equipment package upon signing this Agreement \$37,500 is due within ten (10) days after signing the lease for the Restaurant, and the balance is due upon the earlier of construction permits issued for the location, or funding of a construction loan.

4.5 DPM Fee. Franchisee shall pay Great Greek Franchising or its affiliate, Franchise Real Estate, Inc. (“Franchise Real Estate”), a Design and Project Management Fee (“DPM Fee”) (for assistance to be provided in the construction or remodeling and finishing of the Location. Franchisee shall pay the DPM Fee upon signing this Agreement. The DPM Fee is not refundable.

4.6 Technology Fee. Commencing when the Business opens to the public, Franchisee shall pay to Great Greek Franchising a monthly technology fee for the hosting, support and maintenance of Franchisee’s website, domain and email account(s) or address(es), and other technology matters. The technology fee is due and payable on the 5th day of each month.

4.7 Third-Party Vendors. If Great Greek Franchising requires Franchisee to use a designated third-party vendor, Great Greek Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Great Greek Franchising does so, it may impose a reasonable markup or charge for administering the payment program.

4.8 Non-Compliance Fee. Great Greek Franchising may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee’s non-payment of a fee owed to Great Greek Franchising) which Franchisee fails to cure after 30

days' notice. Thereafter, Great Greek Franchising may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Great Greek Franchising's internal cost of personnel time attributable to addressing the non-compliance and is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Great Greek Franchising's other rights and remedies.

4.9 Reimbursement. Great Greek Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Great Greek Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Great Greek Franchising within 15 days after invoice by Great Greek Franchising accompanied by reasonable documentation.

4.10 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing/Brand Fund Contribution, and any other amounts owed to Great Greek Franchising by pre-authorized bank draft or in such other manner as Great Greek Franchising may require.

(b) Calculation of Fees. Franchisee shall report weekly Gross Revenues to Great Greek Franchising by Tuesday of the following week. If Franchisee fails to report weekly Gross Revenues, then Great Greek Franchising may withdraw estimated Royalty Fees and Marketing/Brand Fund Contributions equal to 125% of the last Gross Revenues reported to Great Greek Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Revenues. Franchisee acknowledges that Great Greek Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Revenues.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Great Greek Franchising may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Great Greek Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Great Greek Franchising may apply any payment received from Franchisee to any obligation and in any order as Great Greek Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Great Greek Franchising any fees or amounts described in this Agreement are not dependent on Great Greek Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

4.11 Alcohol Sales. If Franchisee sells beer, wine or other alcoholic beverages, and if applicable law (state or local) prohibits or restricts Franchisee's ability to pay (or Great Greek Franchising's ability to collect) Royalty Fees or other amounts based on Gross Revenues derived from the sale of alcoholic beverages by the Business, or if such law would require Great Greek Franchising be licensed to sell alcoholic beverages, then the parties will exclude alcoholic beverage sales from Gross Revenues and mutually agree on a substitute so as to provide the same basic economic effect to both parties.

ARTICLE 5. ASSISTANCE

5.1 Pre-Opening Assistance. Before Franchisee opens for business, Great Greek Franchising (either directly or through an affiliate or third party) shall:

- (a) Provide advice in regard to establishing the Business.
- (b) Through its affiliate, Franchise Real Estate, provide assistance in locating a site for the Location and in negotiating the Lease of the Location. Franchisee acknowledges that Franchise Real Estate may be compensated by the Landlord for these services.
- (c) Provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the Location into a The Great Greek Mediterranean Grill®, including layout designs; provided, however, that such consultation and advice will be provided by Great Greek Franchising's affiliate, Franchise Real Estate, on such terms the affiliate currently offers.
- (d) Loan to Franchisee prototype architectural drawings for the Location.
- (e) Advise Franchisee with regard to the way in which fixtures and equipment are to be installed in the Location with a view to the efficient operation of the Business.
- (f) Sell (either directly or through an affiliate or other entity) to Franchisee the equipment, appliances, signs, fixtures, furniture and other items (the "Restaurant Package") listed in Schedule A to this Agreement.
- (g) Provide Franchisee with list of approved suppliers of the products to be sold at the Business.
- (h) Inspect the Business upon completion of construction and installation of the equipment, furniture and fixtures to determine that it meets Great Greek Franchising's current standards.
- (i) Make available its standard initial training at Great Greek Franchising's headquarters and/or a restaurant location designated by Great Greek Franchising. Great Greek Franchising shall not charge any fee for Franchisee's attendance at initial training, and will cover the cost of Franchisee's airfare (one coach class round trip airfare, baggage and other fees not included) and hotel accommodations for one person and one daily meal during the initial training program. Great Greek Franchising will charge a reasonable fee for additional persons attending training, and Franchisee is responsible for any additional out-of-pocket attendees incurred by him

or her during initial training, and travel, lodging, meal, and other out-of-pocket expenses for additional attendees. Any additional persons attending training will be required sign an agreement on Great Greek Franchising's standard form not to misuse or disclose to any third party any information or knowledge concerning Great Greek Franchising's business or the System.

(j) Provide for a period of 5 days, a member of Great Greek Franchising's staff to assist in initial on-site training and guidance on commencement of operations of the Business. Great Greek Franchising shall pay the travel and other costs of its staff member for this purpose.

(k) Provide Franchisee, on loan, with the Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of the Business.

(l) Provide Franchisee with other relevant manuals and written material which, in its discretion, Great Greek Franchising deems necessary.

5.2 Post-Opening Assistance. After Franchisee opens for business, Great Greek Franchising (either directly or through an affiliate or third party) shall:

(a) Provide Franchisee with details of any alterations and/or improvements in or to the System.

(b) At no cost to Franchisee, periodically visit the Business and furnish to Franchisee such advice and assistance in connection with the operation of the Business as is, from time to time, reasonably required in Great Greek Franchising's sole discretion. Operating assistance may consist of advice and guidance with respect to:

- (i) Methods and procedures for the purchase, storage, display, preparation and sale of approved products and the supply of approved services;
- (ii) New and additional products and services as Great Greek Franchising may approve, from time to time, to be used or offered for sale by the Business;
- (iii) The purchase, operation, maintenance and use of equipment, displays, uniforms, materials and supplies;
- (iv) Implementation of advertising and promotional programs approved by Great Greek Franchising;
- (v) Establishment and implementation of administrative, bookkeeping, accounting, inventory control and general operating procedures for the operation of the Business;
- (vi) Prices to be charged for menu items sold in the Business; and
- (vii) The operation, cleanliness and efficiency of the Business.

(c) Franchisee may at any time request that Great Greek Franchising send a field/marketing representative to aid Franchisee in the Business. If Great Greek Franchising has a

representative available at the time of the request, Great Greek Franchising will send a representative at its then-current fee for special assistance (including travel expenses).

(d) Great Greek Franchising will, from time to time, free of charge, send to Franchisee bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

(e) Great Greek Franchising will offer to advice to Franchisee regarding Franchisee's equipment, computer hardware and software, and food service processes by telephone and electronic communication.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page, and submit its proposed Location to Great Greek Franchising for acceptance, with all related information Great Greek Franchising may request. If Great Greek Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Great Greek Franchising accepts the Location, it shall issue a Location Acceptance Letter in the form of Schedule B, which will state the Location and Territory (as determined by Great Greek Franchising in its discretion).

(iii) **Great Greek Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful and Great Greek Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location, if requested by Great Greek Franchising, Franchisee must submit the proposed lease to Great Greek Franchising for written approval.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Great Greek Franchising's System Standards. If required by Great Greek Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Great Greek Franchising's approval of Franchisee's plans. Great Greek Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Great Greek Franchising or its representatives regarding any architectural, engineering or legal matters in the development and construction of the Business, and Great Greek Franchising assumes no liability with respect thereto. Great Greek Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business meets any architectural, engineering or legal standards.

6.4 New Franchisee Training. Franchisee must complete Great Greek Franchising's training program for new franchisees to Great Greek Franchising's satisfaction.

6.5 Conditions to Opening. Franchisee shall notify Great Greek Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement; (2) Franchisee has obtained all applicable governmental permits and authorizations; (3) the Business conforms to all applicable System Standards; (4) Great Greek Franchising has inspected and approved the Business; (5) Franchisee has hired sufficient employees; (6) Franchisee and Franchisee's employees have completed all of Great Greek Franchising's required pre-opening training; and (7) Great Greek Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public within 300 days after the Effective Date.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Food Service.

(a) Menu. Franchisee shall offer all menu items and other products and services, and only those menu items, products and services, from time to time prescribed by Great Greek Franchising in the Manual or otherwise in writing.

(b) Preparation. Franchisee shall follow all recipes prescribed by Great Greek Franchising, including, without limitation, use of all ingredients specified or authorized by Great Greek Franchising, and only such ingredients to the extent required by the Manual any designated proprietary products or ingredients such as meats, special seasonings and sauces from Great Greek Franchising or a designated supplier (which may be an Affiliate). Franchisee agrees that such ingredients are prepared pursuant to secret, proprietary recipes and/or procedures belonging to Great Greek Franchising.

(c) Method of Sale. Franchisee shall make sales only at the Location, or by off-site catering services, or at temporary event locations (e.g. street festivals). Unless otherwise approved or required by Great Greek Franchising, Franchisee shall not make sales by any other means, including without limitation by delivery or at satellite locations. Great Greek Franchising retains the right to determine (and to change at any time) an area outside of which Franchisee cannot offer catering. If Great Greek Franchising permits (or requires delivery), Great Greek Franchising retains the right to determine (and to change at any time) an area outside of which Franchisee

cannot offer delivery. Franchisee's area for delivery and/or catering may be different from the Territory.

(d) Alcohol. Franchisee may serve beer and wine only with prior approval of Great Greek Franchising, and only if Franchisee has obtained all applicable permits and licenses.

(e) Uniformity & Conformity. In all regards, Franchisee agrees that strict conformity with this Agreement, the System and the Manual, is vitally important to the collective success of all The Great Greek Mediterranean Grill® Restaurants, including Franchisee's Restaurant, because of the benefits Franchisee and other The Great Greek Mediterranean Grill® operators will derive from uniformity in menu items, identity, quality, appearance, facilities and service among all The Great Greek Mediterranean Grill® Restaurants. Any material failure to adhere to the requirements contained in this Agreement or in the Manual will be considered a material breach of this Agreement.

7.4 Prices. Notwithstanding any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services.

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of Franchisee or a general manager who has been properly trained by Franchisee or who has completed Great Greek Franchising's training program for managers.

(b) Business Operations Training. Great Greek Franchising reserves the right to set System Standards for operational training and deployment in addition to the initial training program for Franchisee and the general manager. Without limiting the generality of the foregoing, as of the date of this Agreement, Great Greek Franchising requires that Franchisee employ at least two individuals in the Business working a combined total of 12 shifts each week (a shift being defined as either one hour prior to opening to 3:00pm or 3:00pm to one hour prior to closing) that have completed the designated training program at a Certified Training Restaurant. Franchisee and/or the general manager may serve this role if they have completed the designated training program. If Franchisee fails to have at least two such trained employees working the required number of shifts for a period lasting more than 120 days, Franchisee will be in default of this Agreement.

(c) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public. Franchisee and Franchisee's employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from The Great Greek Mediterranean Grill® name and goodwill.

(d) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(e) Qualifications. Great Greek Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(f) **Sole Responsibility.** Franchisee is solely responsible for the terms and conditions of employment of all Business personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Great Greek Franchising are not joint employers, and no employee of the Business will be an agent or employee of Great Greek Franchising.

(g) **Post-Opening Training.** Great Greek Franchising may at any time require that Franchisee and/or any of Franchisee's employees (including shift leaders and general managers) complete training programs in any format and in any location determined by Great Greek Franchising. Great Greek Franchising may charge a reasonable fee for any training programs. Great Greek Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by Franchisee or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.6 Certified Training Restaurants. Great Greek Franchising may implement a program for certain restaurants to be certified by Great Greek Franchising for the purpose of training managers, shift leaders, and/or other employees in the System ("Certified Training Restaurants"), on such terms and conditions as Great Greek Franchising may determine. Great Greek Franchising may require Franchisee to have its Business be a Certified Training Restaurant, to maintain such certification, and to train managers, shift leaders, and/or other employees of other franchisees at Franchisee's Certified Training Restaurant.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Great Greek Franchising. Franchisee shall enter into any subscription and support agreements that Great Greek Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as Great Greek Franchising may require. Franchisee shall protect the confidentiality and security of all software systems and shall abide by any System Standards related thereto. Franchisee shall give Great Greek Franchising unlimited access to Franchisee's point-of-sale system and other software systems used in the Business by any means designated by Great Greek Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Great Greek Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Great Greek Franchising may require Franchisee to reimburse Great Greek Franchising for any expenses.

7.9 Customer Evaluation and System Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Great Greek Franchising for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Great Greek Franchising shall share with Franchisee the results of these programs as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Great Greek Franchising for such programs.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Great Greek Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems).

Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Great Greek Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs or customer incentive programs, designated by and in the manner specified by Great Greek Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another The Great Greek Mediterranean Grill® business. Franchisee shall comply with all procedures and specifications of Great Greek Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Great Greek Franchising may prescribe from time to time, including but not limited to, periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Great Greek Franchising may require Franchisee to undertake and complete a Remodel of the Location to Great Greek Franchising's satisfaction. Franchisee must complete the Remodel in the time-frame specified by Great Greek Franchising. Great Greek Franchising may require the Franchisee to submit plans for Great Greek Franchising's reasonable approval prior to commencing a required Remodel. Great Greek Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. Franchisee shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Great Greek Franchising requires, including any national or regional brand conventions. Franchisee shall not fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Great Greek Franchising in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) comprehensive general liability policy with a minimum combined single limit covering bodily injury, property damage and products, and completed operations of \$1,000,000;

- (ii) all-risk property insurance including fire, vandalism, theft, burglary and extended coverage with primary and excess limits of at least 80% replacement value of the Business and its inventory, equipment and fixtures;
- (iii) Employment Practices Liability Insurance with a combined single limit of at least \$500,000 including full prior acts coverage, third party coverage and Fair Labor Standard Acts coverage;
- (iv) if the Business serves alcoholic beverages, separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;
- (v) Hired and Non-owned Auto Insurance ("HNOA Insurance") with limits of not less than \$500,000 single limit per occurrence and \$1,000,000 aggregate limit; and
- (vi) all insurance required by applicable law, including workers' compensation and disability (limits may vary according to geographical location). If the applicable laws in Franchisee's state do not require the owners of the Business to be covered by worker's compensation insurance, Franchisee shall elect coverage for himself or herself.

(b) Franchisee's policies (other than Workers Compensation) must: (1) list Great Greek Franchising and its affiliates as an additional insured; (2) include a waiver of subrogation in favor of Great Greek Franchising and its affiliates; (3) be primary and non-contributing with any insurance carried by Great Greek Franchising or its affiliates; and (4) stipulate that Great Greek Franchising shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Great Greek Franchising prior to opening and upon annual renewal of the insurance coverage as well as at any time upon request of Great Greek Franchising.

7.16 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Great Greek Franchising, the System, the network of franchisees, the Business, or any particular incident or occurrence related to the Business, without Great Greek Franchising's prior written approval.

7.18 Association with Causes. Franchisee shall not in the name of the Business: (i) donate money, products, or services to any charitable, political, religious, or other organization; or (ii) act in support of any such organization, without Great Greek Franchising's prior written approval.

7.19 No Other Activity at the Location. Franchisee shall not engage in any activity at the Location other than operation of the Business.

7.20 No Other Businesses. If Franchisee is an entity, Franchisee shall not own or operate any other business except The Great Greek Mediterranean Grill® businesses.

7.21 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Great Greek Franchising, which will not be unreasonably withheld.

7.22 No Co-Branding. Franchisee shall not “co-brand” or associate any other business activity with the Business in a manner which is likely to cause the public to perceive it to be related to the Business.

7.23 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Great Greek Franchising. Franchisee must display at the Business signage prescribed by Great Greek Franchising identifying the Location as an independently-owned franchise.

7.24 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Great Greek Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

7.25 Crisis Management.

- (a) **“Crisis Management Event”** means any event that occurs at or about Franchisee’s Restaurant premises or in connection with the operation of Franchisee’s Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches, real or threatened, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.
- (b) Upon the occurrence of a Crisis Management Event, Franchisee agrees to immediately inform Great Greek Franchising of such event and to cooperate fully with Great Greek Franchising, Our designated representatives, and the appropriate authorities with respect to the investigation and resolution of the Crisis Management Event. In an effort to mitigate possible damages to the Marks and System, Franchisee must cooperate fully with Great Greek Franchising with respect to management statements and other responses to the Crisis Management Event.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Great Greek Franchising from time to time in accordance with System Standards. Great Greek Franchising may require Franchisee to purchase or lease any Inputs from Great Greek Franchising, Great Greek Franchising’s designee, Required Vendors, Approved Vendors, and/or under Great Greek Franchising’s specifications. Great Greek Franchising may change any such requirement or change

the status of any vendor. To make such requirement or change effective, Great Greek Franchising shall issue the appropriate System Standards.

8.2 Restaurant Package. Without limiting the generality of the foregoing, Franchisee acknowledges that Great Greek Franchising or its designated affiliate is the sole supplier of the Restaurant Package described in Schedule A. Great Greek Franchising and its affiliates expressly disclaim any warranties or representations as to the equipment, furniture, fixtures, and other items on Schedule A, including, without limitation, express or implied warranties as to merchantability or fitness for an intended purpose. Franchisee agrees to look solely to the manufacturer of the equipment, furniture, fixture or other item in the event of any defects therein.

8.3 Alternate Vendor Approval. If Great Greek Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Great Greek Franchising. Great Greek Franchising may condition its approval on such criteria as Great Greek Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Great Greek Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request. Franchisee must pay the full cost of any tests or inspections as Great Greek Franchising deems necessary, not to exceed \$1,000.

8.4 Alternate Input Approval. If Great Greek Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Great Greek Franchising. Great Greek Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request. Franchisee must pay the full cost of any tests or inspections as Great Greek Franchising deems necessary, not to exceed \$1,000.

8.5 Purchasing. Great Greek Franchising may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. Great Greek Franchising may receive rebates or payments from vendors in connection with purchases by franchisees. Great Greek Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Great Greek Franchising may determine. Great Greek Franchising may designate proprietary products and mixes which may only be available for purchase from Great Greek Franchising or a designated supplier (which may be an Affiliate), in which case Great Greek Franchising will sell it to franchisees at reasonable markup.

8.6 No Liability of Franchisor. Great Greek Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.7 Product Recalls. If Great Greek Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Great Greek Franchising or the vendor, supplier, or manufacturer of such item with respect to the recall, repair, or other remedy of such item.

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by Great Greek Franchising. Great Greek Franchising's approval is not a warranty of any kind. Franchisee shall implement any marketing plans or campaigns determined by Great Greek Franchising. Great Greek Franchising will grant a variance to Franchisee upon Franchisee's request with respect to any marketing plan or campaign determined by Great Greek Franchising for the purpose of Franchisee's compliance with any law or regulation, and Franchisee shall be solely responsible for ensuring Franchisee's materials and activities, including Franchisee's implementation of marketing plans and campaigns determined by Great Greek Franchising, conform to applicable laws and regulations, do not infringe the intellectual property rights of any third party, including the trademarks, trade names, copyrights, copyright images, patents and designs belonging to a third party.

9.2 Use By Great Greek Franchising. Great Greek Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Great Greek Franchising for such purpose.

9.3 Marketing/Brand Fund. In order to maximize the general public recognition and acceptance of Great Greek Mediterranean Grill Restaurants, Great Greek Franchising may establish a Marketing/Brand Fund to promote the System on a local, regional, national, and/or international level. If Great Greek Franchising has established a Marketing/Brand Fund:

(a) Separate Account. Great Greek Franchising shall hold the Marketing/Brand Fund Contributions from all franchisees in one or more bank accounts separate from Great Greek Franchising's other accounts.

(b) Use. Great Greek Franchising shall use the Marketing/Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Great Greek Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing;; and administrative and overhead expenses related to the Marketing/Brand Fund (including the compensation of Great Greek Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing/Brand Fund). Great Greek Franchising will develop and modify

from time to time as necessary a Marketing/Brand Fund Policy, which will include procedures and guidelines for disbursement and expenditures from the Marketing/Brand Fund.

(c) Discretion. Franchisee agrees that expenditures from the Marketing/Brand Fund need not be proportionate to contributions made by Franchisee or provide a direct or indirect benefit to Franchisee. The Marketing/Brand Fund will be spent at Great Greek Franchising's sole discretion, and Great Greek Franchising has no fiduciary duty with regard to the Marketing/Brand Fund.

(d) Surplus or Deficit. Great Greek Franchising may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, Great Greek Franchising may loan such funds to the Marketing Fund on reasonable terms.

(e) Financial Statement. Great Greek Franchising will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Great Greek Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Marketing Cooperatives. Great Greek Franchising may establish market advertising and promotional cooperative funds ("Market Advertising Cooperative") in any geographical areas. If a Market Advertising Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Advertising Cooperative. If a Market Advertising Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Advertising Cooperative within 30 days. Great Greek Franchising shall not require Franchisee to be a member of more than one Market Advertising Cooperative. If Great Greek Franchising establishes a Market Advertising Cooperative:

(a) Governance. Each Market Advertising Cooperative will be organized, be governed, and commence operations on a date determined by Great Greek Franchising. Great Greek Franchising may require the Market Advertising Cooperative to adopt bylaws or regulations prepared by Great Greek Franchising. Unless otherwise specified by Great Greek Franchising, the activities carried on by each Market Advertising Cooperative shall be decided by a majority vote of its members. Great Greek Franchising will be entitled to attend and participate in any meeting of a Market Advertising Cooperative. Any The Great Greek Mediterranean Grill® business owned by Great Greek Franchising in the Market Advertising Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Advertising Cooperative are unable or fail to determine the manner in which Market Advertising Cooperative monies will be spent, Great Greek Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Advertising Cooperative. All marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) remain subject to approval of Great Greek Franchising pursuant by Section 9.1.

(b) Purpose. Each Market Advertising Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Great Greek Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Advertising Cooperative or furnished to its members without the prior approval of Great Greek Franchising pursuant to Section 9.1. Great Greek Franchising may designate the national or regional advertising agencies used by the Market Advertising Cooperative.

(d) Funding. The majority vote of the Market Advertising Cooperative will determine the dues to be paid by members of the Market Advertising Cooperative, including Franchisee, but not less than 1% of Gross Revenues.

(e) Enforcement. Only Great Greek Franchising will have the right to enforce the obligations of franchisees who are members of a Market Advertising Cooperative to contribute to the Market Advertising Cooperative.

(f) Termination. Great Greek Franchising may terminate any Market Advertising Cooperative. Any funds left in a Market Advertising Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Required Spending. Franchisee shall spend at least 1% of Gross Revenues each year on marketing the Business. Upon request of Great Greek Franchising, Franchisee shall furnish proof of its compliance with this Section. Great Greek Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. Great Greek Franchising may, in its discretion, determine whether Franchisee's Market Advertising Cooperative contributions will be counted towards Franchisee's required spending under this Section.

9.6 Grand Opening Promotion. Franchisee agrees to conduct an approved Grand Opening Promotion for the Restaurant within 30 days prior or 120 days after its opening and to spend at least \$20,000 in approved expenditures in regard to such promotion. Great Greek Franchising will assist Franchisee in planning for the Grand Opening in accordance with our standards, including, without limitation, standards related to the timing, type, size and amount spent on the grand opening promotion. All advertising, methods and media used in connection with such Grand Opening Promotion must have Great Greek Franchising prior approval. At Great Greek Franchising request, Franchisee must submit to Great Greek Franchising expenditure reports accurately reflecting the Grand Opening Promotion expenditures. Grand Opening Promotion expenditures will not be credited toward any of Franchisees other obligations under this Section 9.6 or Section 9.5.

9.7 Internet Marketing. Great Greek Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as Great Greek Franchising may specify, and only with Great Greek Franchising's consent. Great Greek Franchising retains the right to approve any linking to or other use of Great Greek Franchising's

website. Franchisee must comply with any internet, online commerce and/or social media policy that Great Greek Franchising may prescribe.

9.8 Loyalty, Rewards, Promotional and Test Programs. Great Greek Franchising or our Affiliate may, from time to time, in our sole discretion, develop and administer national or regional advertising and sales promotion programs, loyalty and rewards programs (including, without limitation, gift card, gift certificate and other customer loyalty or retention programs) and test programs. Franchisee must participate in all such programs, at Franchisees expense and sign the forms and take the actions that Great Greek Franchising require to participate in such programs. Franchisee acknowledge that such participation may require Franchisee to purchase reasonable point of sale advertising material, posters, flyers, product displays and other promotional materials.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Great Greek Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Great Greek Franchising may require in the Manual or otherwise in writing, including:

- (i) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of Great Greek Franchising's fiscal year;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Great Greek Franchising's fiscal year; and
- (iii) any information Great Greek Franchising requests in order to prepare a financial performance representation for Great Greek Franchising's Franchise Disclosure Document.

(b) Tax Returns. For each of Franchisee's tax years, Franchisee shall supply to Great Greek Franchising copies of Franchisee's federal and state tax returns and sales tax returns or in lieu of federal tax returns supply to Great Greek Franchising each tax year IRS Form 4506-T (or any successor form designated by the IRS), executed by Franchisee and authorizing the IRS to send Great Greek Franchising a copy of Franchisee's Tax Return Transcript. Franchisee agrees to prepare and file such returns separately for the Business and not on a consolidated basis with the income, sales, expenses or deductions of any other business with which Franchisee is associated reported therein.

(c) Legal Actions and Investigations. Franchisee shall promptly notify Great Greek Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the

Business. Franchisee shall provide such documents and information related to any such Action as Great Greek Franchising may request.

(d) Government Inspections. Franchisee shall give Great Greek Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(e) Other Information. Franchisee shall submit to Great Greek Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Great Greek Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Great Greek Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Great Greek Franchising's Franchise Disclosure Document and with such other information as Great Greek Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Great Greek Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. Great Greek Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Great Greek Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Great Greek Franchising. Franchisee shall also reimburse Great Greek Franchising for all costs and expenses of the examination or audit if the audit reveals that Franchisee understated Gross Revenues by 2% or more for the audited period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Great Greek Franchising. Great Greek Franchising may supplement, revise, or modify the Manual, and Great Greek Franchising may change, add or delete System Standards at any time in its discretion. Great Greek Franchising may inform Franchisee thereof by any method that Great Greek Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Great Greek Franchising's master copy will control.

11.2 Inspections. Great Greek Franchising may enter the Location of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Great Greek Franchising's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and

materials. Great Greek Franchising may videotape and/or take photographs of the inspection and the Business. Without limiting Great Greek Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Great Greek Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Great Greek Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 Great Greek Franchising's Right To Cure. If Franchisee breaches or defaults under any provision of this Agreement, Great Greek Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Great Greek Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies or Services Upon Default. While Franchisee is in default or breach of this Agreement, Great Greek Franchising may: (i) require that Franchisee pay cash on delivery for products or services supplied by Great Greek Franchising; (ii) stop selling or providing any products and services to Franchisee or to suspend its performance of any obligations under this Agreement; and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Great Greek Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Great Greek Franchising are in addition to any other right or remedy available to Great Greek Franchising.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Great Greek Franchising. Great Greek Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Great Greek Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Great Greek Franchising will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

11.7 Communication Systems. If Great Greek Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems and authorizes Great Greek Franchising to access such communications.

11.8 Delegation. Great Greek Franchising may delegate any duty or obligation of Great Greek Franchising under this Agreement to an affiliate or to a third party.

11.9 System Variations. Great Greek Franchising may vary or waive any System Standard for any one or more The Great Greek Mediterranean Grill® franchises due to the peculiarities of the

particular site or circumstances, density of population, business potential, population of trade area, existing business practices, local laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Great Greek Franchising discovers or becomes aware of any aspect of the Business which, in Great Greek Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Great Greek Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Great Greek Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Great Greek Franchising, and only in the manner as Great Greek Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Great Greek Franchising.

12.2 Change of Marks. Great Greek Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Great Greek Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement. Franchisee shall promptly notify Great Greek Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. Great Greek Franchising may, in its sole discretion, commence or join any claim against the infringing party. Great Greek Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall: (a) adhere to all procedures prescribed by Great Greek Franchising for maintaining confidentiality; (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Great Greek Franchising; (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement; (e) not copy or otherwise reproduce any Confidential Information; and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Great Greek Franchising (except for Confidential Information which Great Greek Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In-Term. During the term of this Agreement, Franchisee shall not, directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post-Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), Franchisee shall not, directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor within ten miles of Franchisee's Territory or the territory of any other The Great Greek Mediterranean Grill® business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Great Greek Franchising. Franchisee agrees that the existence of any claim it may have against Great Greek Franchising shall not constitute a defense to the enforcement by Great Greek Franchising of the covenants of this Section. If Franchisee fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Key Employees. If requested by Great Greek Franchising, Franchisee will cause its key employees to sign Great Greek Franchising's then-current form of confidentiality and non-compete agreement.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Great Greek Franchising.

(a) Subject to 15-Day Cure Period. Great Greek Franchising may terminate this Agreement if: (i) Franchisee does not make any payment to Great Greek Franchising when due, or if Franchisee does not have sufficient funds in its account when Great Greek Franchising attempts an electronic funds withdrawal; or (ii) Franchisee fails to operate the Business in compliance with any System Standard, and Franchisee fails to cure such non-payment or non-compliance within 15 days after Great Greek Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c) and fails to cure such breach to Great Greek Franchising's satisfaction within 30 days after Great Greek Franchising gives notice to Franchisee of such breach, then Great Greek Franchising may terminate this Agreement.

(c) Without Cure Period. Great Greek Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Great Greek Franchising;
- (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;
- (iv) Franchisee fails to complete the initial training program to Great Greek Franchising's satisfaction as required under Section 6.4;
- (v) Franchisee fails to open for business within 540 days of execution of the Franchise Agreement;
- (vi) Franchisee loses possession of the Location;
- (vii) Franchisee commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (viii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;
- (ix) Franchisee slanders or libels Great Greek Franchising or any of its employees, directors, or officers;
- (x) Franchisee refuses to cooperate with or permit any audit or inspection by Great Greek Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;
- (xi) the Business is operated in a manner which, in Great Greek Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Great Greek Franchising or otherwise);
- (xii) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xiii) Great Greek Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement

by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Great Greek Franchising the right to terminate this Agreement); or

- (xiv) Franchisee is accused by any governmental authority or third party of any act that in Great Greek Franchising's opinion is reasonably likely to materially and unfavorably affect The Great Greek Mediterranean Grill® brand, or is charged with, pleads guilty to, or is convicted of a felony.

(d) No Termination By Franchisee. THIS FRANCHISE AGREEMENT MAY BE TERMINATED ONLY BY GREAT GREEK FRANCHISING, AND MAY NOT BE UNILATERALLY TERMINATED BY FRANCHISEE.

14.2 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (a) pay all amounts owed to Great Greek Franchising based on the operation of the Business through the effective date of termination or expiration;
- (b) return to Great Greek Franchising all copies of the Manual, Confidential Information and any and all other materials provided by Great Greek Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all copies of Confidential Information and proprietary materials from electronic devices, and turn over to Great Greek Franchising all intellectual property associated with the Business and the System, including, but not limited to the following: any and all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the Business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business;
- (c) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Great Greek Franchising or any new designee as may be directed by Great Greek Franchising, and Franchisee hereby irrevocably appoints Great Greek Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest;

to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing;

- (d) cancel any assumed-name or equivalent registration involving the Marks and furnish Great Greek Franchising with satisfactory evidence that it has done so, within 10 days after termination or expiration; and
- (e) permanently cease operating the Business and cease any use the Marks.

14.3 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense “de-identify” the Location so that it no longer contains the Marks, signage, or any trade dress of a The Great Greek Mediterranean Grill® business, to the reasonable satisfaction of Great Greek Franchising. Franchisee shall comply with any reasonable instructions and procedures of Great Greek Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Great Greek Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, Great Greek Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Great Greek Franchising.

14.4 Post-Termination Activities. After termination or expiration of this Agreement, Franchisee shall not, directly or indirectly, use any of the Marks, Confidential Information, or any aspect of the System. Franchisee shall not represent itself as a present or former franchisee of Great Greek Franchising or in any other way associate himself or herself with the System or the Marks. If Franchisee continues to operate, or subsequently begins to operate, any other business, Franchisee shall not, in connection with such business or the promotion thereof, use any reproduction or colorable imitation of the Marks, imitate any methods of operation, or undertake any other conduct that is likely to cause confusion, mistake, or deception, or that is likely to dilute Great Greek Franchising and/or its affiliate’s respective rights in and to the Marks. Without limitation of the foregoing, Franchisee shall not at any time after expiration or termination use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Marks, nor any mark with phonetic or graphic similarity to those of Great Greek Franchising or its affiliates;

14.5 Other Claims. Termination of this Agreement by Great Greek Franchising will not affect or discharge any claims, rights, causes of action or remedies (including claims for Great Greek Franchising’s lost future income after termination), which Great Greek Franchising may have against Franchisee, whether arising before or after termination.

14.6 Purchase Option. When this Agreement expires or is terminated, Great Greek Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value, and/or to require Franchisee to assign its lease or sublease to Great Greek Franchising. To exercise this option, Great Greek Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Great Greek Franchising’s purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee. If Great Greek Franchising exercises the

purchase option, Great Greek Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Great Greek Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Great Greek Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. Great Greek Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Great Greek Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Great Greek Franchising. Great Greek Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Great Greek Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Great Greek Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Great Greek Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Great Greek Franchising's consent. In granting any such consent, Great Greek Franchising may impose conditions, including, without limitation, the following:

- (a) Great Greek Franchising receives a transfer fee equal to \$24,500 or ten percent (10%) of the selling price of the business (whichever is greater) or the then-current transfer fee as established by Great Greek Franchising at the time of transfer;
- (b) the proposed assignee has completed Great Greek Franchising's franchise application processes, met Great Greek Franchising's then-applicable standards for new franchisees, and been approved by Great Greek Franchising as a franchisee;
- (c) the proposed assignee is not a Competitor;
- (d) the proposed assignee executes Great Greek Franchising's then-current form of franchise agreement, which form may contain materially different provisions;
- (e) Franchisee has paid all monetary obligations to Great Greek Franchising in full, and Franchisee is not otherwise in default or breach of this Agreement;
- (f) the proposed assignee and its owners and employees undergo such training as Great Greek Franchising may require;
- (g) Franchisee and the transferee and its owners execute a general release of Great Greek Franchising in a form satisfactory to Great Greek Franchising; and
- (h) the Business fully complies with each System Standard.

15.3 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee, Franchisee or his or her executor, administrator, or personal representative must assign this Franchise Agreement and Transfer the Business to a third party approved by Great Greek Franchising within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.4 Great Greek Franchising's Right of First Refusal. Before Franchisee engages in a Transfer, Great Greek Franchising will have a right of first refusal, as set forth in this Section. Franchisee shall provide to Great Greek Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Great Greek Franchising's receipt of such copy, Great Greek Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Great Greek Franchising may substitute cash for any other form of payment). If Great Greek Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.5 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.6 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Great Greek Franchising) Great Greek Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Great Greek Franchising and/or any Indemnatee directly or indirectly related to, or alleged to arise out of, the operation of the Business or the use or occupancy of the Location or in connection with Franchisee's sale, transfer or assignment of the Business and franchise license. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnatee from Actions arising as a result of any Indemnatee's willful misconduct or gross negligence. This indemnity will continue in effect after this Agreement ends. It is the intention of the parties to this Agreement that Great Greek Franchising shall not be deemed a joint or co-employer with Franchisee for any reason; however, if Great Greek Franchising incurs any Losses as a result of actions or omissions by Franchisee or its employees, including any that relate to any party making any finding of any joint or co-employer status, Franchisee will fully indemnify Great Greek Franchising for any such Losses.

16.2 Assumption by Great Greek Franchising. Great Greek Franchising may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Mediation.

(a) Option for Non-Binding Mediation. Prior to litigation being initiated, either party may submit a dispute to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures. Upon submission, the obligation to attend mediation shall be binding on all parties (except as provided in Section 17.1(b)), and all parties shall execute a confidentiality agreement regarding all aspects of the mediation reasonably satisfactory to Great Greek Franchising. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. The mediation will take place in the state where Franchisee has its principal place of business.

(b) Limitation on Litigation. If a dispute has been submitted for mediation, then except as provided otherwise in this subsection (b), neither party will pursue litigation against the other with respect to the matters being mediated until after the mediation is concluded. Nothing in this Section will prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Marks, protect the health or safety of the public, or avoid irreparable harm. Great Greek Franchising will not be required to participate in mediation under Section 17.1(a) if (i) Franchisee is more than 45 days past due in any payment owed to Great Greek Franchising, or (ii) the mediation relates to the indemnification or insurance provisions of this Agreement.

17.2 Venue. The parties agree that any legal proceeding will be determined exclusively in the 15th Judicial Circuit Court in and for Palm Beach County, Florida. Each party consents to the jurisdiction of such court and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts. Notwithstanding the foregoing, if Great Greek Franchising deems it necessary to commence an action in the Franchisee's jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.

17.3 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, Great Greek Franchising's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to Great Greek Franchising but for the termination.

17.4 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a joint, consolidated, or class-wide basis.

17.5 Time Limitation. Franchisee must provide Great Greek Franchising with immediate written notice of any breach of this Agreement, or any other agreement between Franchisee and any of the following parties, that Franchisee believes to have been committed or suffered by Great Greek Franchising, its affiliates, or their respective owners, officers, directors, employees, or representatives. Notice of such breaches extends, without limitation, to breaches arising out of, or related to, the negotiation or performance of this Agreement by Great Greek Franchising or concerning misrepresentations or any acts of misfeasance or nonfeasance. If Franchisee fails to

give Great Greek Franchising written notice within one year from the date of any such breach, then such breach shall be deemed to have been waived by Franchisee and, thereupon, Franchisee shall be permanently barred from commencing any action relating to such believed breach.

17.6 Legal Costs. In any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Great Greek Franchising is not a fiduciary of Franchisee. Great Greek Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Great Greek Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Great Greek Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Great Greek Franchising, and Great Greek Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Great Greek Franchising in its Franchise Disclosure Document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Great Greek Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that: (i) if any provision of this Agreement is held by a court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (i) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (ii) if to Great Greek Franchising, addressed to 2121 Vista Parkway, West Palm Beach, Florida 33411, Attention: General Counsel. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Great Greek Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Great Greek Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Great Greek Franchising.

ARTICLE 19. CERTIFICATION OF FRANCHISOR’S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

- (1) Franchisee understands all the information in Great Greek Franchising’s Disclosure Document.
- (2) Franchisee has been advised by Great Greek Franchising to discuss Franchisee’s intention to enter into this Agreement with other franchisees, business advisors, and legal advisors.
- (3) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee’s skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee’s control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace.
- (4) The exclusive rights of Great Greek Franchising in and to the System as presently developed or as it may be improved and expanded during the term of this Agreement, including practices, know-how, trade secrets, recipes, designs, marks, logos, décor, marketing, signs, and slogans presently in use and to be used hereafter.
- (5) The importance of Great Greek Franchising’s high standards of quality and service and the necessity of operating the Business franchised hereunder in strict conformity with Great Greek Franchising’s standards and specifications.

- (6) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the costs involved in operating a The Great Greek Mediterranean Grill® franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise.
- (7) That no person acting on Great Greek Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document, and Franchisee is not relying on any such claim or representation.
- (8) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a The Great Greek Mediterranean Grill® franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise.
- (9) That no person acting on Great Greek Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document, and Franchisee is not relying on any such statement or promise.
- (10) Franchisee understands that this Agreement contains the entire agreement between Great Greek Franchising and Franchisee concerning the The Great Greek Mediterranean Grill® franchise, which means that any oral or written statements not set out in this Agreement will not be binding.

[Signatures on next page]

Agreed to by:

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____
Name/Title: _____
Date: _____

FRANCHISEE:

[*individual owners:*]

Signature: _____
Name/Title: _____
Date: _____

Signature: _____
Name/Title: _____
Date: _____

[*entity, if applicable:*]

By: _____
Name/Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Rhode Island
_____ Washington
_____ Other

THE GREAT GREEK MEDITERRANEAN GRILL®

Schedule A to Franchise Agreement –RESTAURANT PACKAGE UNITED STATES 2020

WALK-IN COOLER / FREEZER

This **walk-in cooler** is used to store large quantities of food at a safe holding temperature. Storing food at the proper temperature can help prevent your ingredients from spoiling too quickly, saving you money on wasted products. With insulated walls, durable construction, a heavy-duty swing door and settings for temperature control this walk-in cooler is an efficient, long-lasting addition to your restaurant. It also includes a variety of wire shelving for storage.

CHARBROILER

A stainless steel, low-profile **Charbroiler** features high-power burners, has a quick heating power, and equally distributes the surface heat to eliminate cold spots and inconsistent results. The individual controls make it easy to adjust temperatures and supercharger burner dividers minimize heat transfer to enhance your multi-zone cooking capabilities. A heat deflector tray system reflects heat upward during operation, which creates a "cool zone" in the grease drawer that makes cleaning a very simple task. Finally, this **Charbroiler** features an all welded base with stainless steel accents to provide long-lasting durability and strength.

VERTICAL BROILER

Three **Vertical Broilers** are perfect for gyros, and kebabs. It uses two independently controlled burners to evenly warm up meat, keeping the inside juicy and tender while the outside gently crisps. To give you total control over cooking, this broiler boasts a unique adjustable skewer and a convenient automatic slip clutch that stops the skewer's rotation during slicing for quick and easy carving. It also features adjustable heat shields that maintain operator comfort and allow for faster cooking to maximize efficiency and reduce energy costs. To ensure proper sanitation in your kitchen, this vertical broiler features a drip pan, drip pan cover, and catch pan to create a reliable all-in-one center for all of your broiling needs.

REFRIGERATED CHEF BASE

The **Refrigerated Chef Base** is a durable stainless-steel base to hold your **Charbroiler**. It conveniently stores your refrigerated ingredients and speeds up food cooking time. The Chef Base maximize the space in your kitchen and increase efficiency by allowing you to have your **Charbroiler** right on top of the chef base where you store your cold ingredients for a streamlined, convenient kitchen operation.

FOUR BURNER RANGE WITH OVEN

This **Four Burner Range with Oven** is perfect for making soup and baking baklava. The oven also works as a great area to hold hot foods and keep them at a safe temperature. Due to its small footprint this unit is a great way to produce consistently high-quality food while getting the most out of your operation's valuable floor space. An extra-deep crumb tray expedites the cleaning process, as it can be removed and emptied when it gets full.

DEEP FRYER AND WARMER

This stainless-steel, two-basket **Deep Fryer** provides a large heat transfer area that rapidly heats oil to the desired temperature. The heating system heats the oil quickly and the large cool zone captures food particles keeping them from carbonizing in the fry zone to ensure consistent flavor and prolonged oil life. The free-standing Infrared **Warmer** uses the infrared heating power and heated base to keep food hot and ready.

REFRIGERATED SELF-SERVICE COOLER CASE

This undercounter merchandiser is a great grab-and-go solution and provides easy access for impulse sales. A plastic tub comfortably houses your products, and the one-piece construction makes it easy to clean. A black interior and exterior, along with full end panels with a mirrored interior help attractively showcase your products.

SERVICE AREA BEVERAGE COOLER

The Beverage Cooler is a highly efficient unit that is meant for storing beverages and sauces for take-out orders. This cooler has a galvanized top for additional storage or work area.

WARMING CABINET

Designed to help you warm and finish appetizers, soups, and signature dishes, this warming cabinet is perfect for your restaurant. It can accept up to (2) 10" plates at a time so it's ideal for finishing off a variety of snacks, shareable appetizers, or signature side dishes. It is adjustable to accommodate taller items or control the heat intensity.

UNDER-COUNTER FREEZER

A two-door **Under-Counter Freezer** boasts a compact size and ultra-efficient refrigeration system to keep extra frozen ingredients close at hand and ready for use. The countertop space is also ideal for prep work or additional storage opportunities.

FOOD PROCESSOR

A **Food Processor** is necessary when making The Great Greek's delicious hummus. Manually prepping ingredients takes a lot of time the Food Processor, eliminates this problem by giving you near-limitless prep options, and by doing that prep work in a fraction of the time it takes to do manually.

SMALL APPLIANCES

A hand-held **Blender** will be a perfect assistant for the food prep that is necessary for the home-made sauces, soups and other dishes. An Easy Chopper **Vegetable Dicer** is not only a tomato chopper, onion dicer, and potato slicer, but also a versatile unit that will save you time as you quickly dice vegetables for your prep tables, salads, and signature meals. Finally, a **Cheese Melter** provides you with the ability to melt, grill, roast, and brown within a compact countertop unit. It is perfect for melting cheese on sandwiches and soups. All **Small Appliances** will make your kitchen much more efficient.

ICE MAKER

This air-cooled **Ice Maker** produces ice cubes for your customers. Its stainless-steel exterior and evaporator are designed for years of dependable service, and the antimicrobial protection and

removable air filters allows for increased sanitation. Also included is a **Water Filtration Assembly**. This filtration assembly maintains your water's high quality to create safe and crystal- clear ice.

DIGITAL MENU BOARDS

There is no substitute for the value that digital signage adds to any business. The flexibility and dynamic content allow you to build effective strategies and track results like never before. Digital Menu Screens will be displayed above your front counter to show the multiple menu items you provide for your customers. These will be easy to update to reflect monthly specials and price changes to help ensure profit and growth with the ever-changing food costs.

SHELVING

A variety of different size wall-mounted, and standalone wire coated kitchen **Shelving** is provided to maximize your storage of all small wares, non-perishable food items, pans and other kitchen items. Also included is a Dunnage Rack for additional storage in your Walk-In Cooler / Freezer.

STAINLESS-STEEL WORKTABLES

A variety of sized, **Stainless-Steel Worktables** are provided for food preparations and to hold common used kitchen accessories.

REGRIGERATED PREP TABLE(S)

Refrigerated Prep Table(s) have covered cool storage space for your condiments and produce, using an open-air approach to keep your pans cooled at a consistent temperature. They have swinging doors that are self-closing, adjustable shelves and great interior bottom storage cabinets for cold storage. Stainless-steel construction ensures that your kitchen looks stylish while prolonging product life and heavy-duty wheels for easy mobility.

SMALL WARES

A variety of necessary utensils, storage containers, pans, bowls, pots, and many other kitchen tools are supplied for an easy start-up of your restaurant. The **Small Wares** consist of cutting boards, strainers, measuring cups, strainers, meat tenderizer, and many more items that are used throughout your restaurant and kitchen.

CHINA, GLASS AND SILVERWARE

A variety of heavyweight melamine plates, bowls, and eating utensils will be provided for a great presentation of your soups, salads and main courses. The bowls and plates are biodegradable once it is transitioned out of service, reducing unnecessary landfill space.

MANAGEMENT COMPUTER

The **Management Computer** will be used to host the server module for the Point-of-Sale. It will also allow you to work on necessary reporting, and emails. It also contains a monochromatic **laser printer** to print business reports.

DINING AREA SEATING

A custom designed layout will be provided for your restaurant to ensure the maximum number of seats are available for your busy dining room. Tabletops will be mixed with individual table and chair combinations to have a cohesive look in your dining area. *Based on a standard layout.

DINING AREA DÉCOR

Wood shelves, bud vases, small potted plants are just a few items you will receive to complete the look and feel of your busy dining area.

BANQUETTE SEATING

This Banquette is designed for style and comfort and built for durability. Provide your guests with a comfortable place to sit while they enjoy their meal.

POINT-OF-SALE (POS)

Two **Point-of-Sale (POS)** Terminals will be provided for your front counter area to allow multiple people to take orders at one time. A POS Terminal consists of a tablet for taking orders, a tablet for customer display, a display stand, a receipt printer, and a cash drawer. Additional POS screens and receipt printers are provided for your expo area. Kitchen Display Screens with mounts, all cables and hardware are included for your complete POS system.

THE GREAT GREEK MEDITERRANEAN GRILL® UNIFORM AND SHIRTS

T-shirts can not only serve as a way to carry The Great Greek message on your employees, but also as a way to advertise in your community. We will provide you with T-shirts for giving away to help spread the word that a The Great Greek Mediterranean Grill® is opening in your community.

EXTERIOR SIGNAGE**

The Great Greek Mediterranean Grill® sign will proudly be displayed on the exterior of your location. The sign is constructed of the finest materials and will serve as a tremendous advertisement for your business. (Signage is based off a budgeted amount. If something larger is needed, the franchisee is responsible for the difference)

SOUND SYSTEM

Music is a crucial element to create ambience and a positive customer experience. The **Sound System Package** is everything you need to install a high-quality sound system into your restaurant. This system includes hanging pendant speakers for your dining area, and an amplifier to connect your music streaming service.

COMMUNITY BOARD

A Community Board will be a great display and advertisement piece while customers stand in line. This can be used to advertise for local businesses or display the monthly specials. This will be a way to communicate with your guests about upcoming and past promotions as well as local events in the community.

New Restaurant Package Total: \$163,520*

Plus, tax and customs for all equipment and furnishings

GRAND OPENING MARKETING PROGRAM

ONLINE MARKETING LAUNCH

When most people begin to look for a new place to eat, they begin their search online. We put a great deal of effort into building your online presence and executing an aggressive advertising campaign for new customers to come in your door. It starts by building your local website page off the main site, and building your profiles on Google My Business, maps, 70 plus directories, and online review sites. For online marketing, we provide a combination of Search Engine Optimization, Geo Targeted Mobile, Paid Search, Location Listings, Display Advertising and Retargeting.

Social Media is a powerful way to capture new customers for you and then keep your community engaged. Social media focuses on “engagement” and we use it to target the right users. We will establish your social media sites such as Facebook & Instagram to allow for local engagement. Content is provided for your social media sites, starting before your doors even open so we can get the community excited in advance and drive traffic to both your initial and grand opening. Yelp is an important review site and your location will be setup with an *Enhanced Profile* to ensure competitor ads cannot be placed on your page. Continuing to work with you at a local level after your Grand Opening, it is important to grow the number of reviews customers leave about your business on Google, Facebook, Yelp and TripAdvisor. Great reviews are critical to the success of your business as customers tell other potential or exiting customers about the great food, hospitality, and overall experience they had at your Great Greek!

A comprehensive dashboard will be made available where you can stay updated on all the measures relating to online marketing and search as well as Reputation Management.

TRADITIONAL MARKETING LAUNCH

Local community engagement is a cornerstone of building The Great Greek name in your local trading area. It is important you know your local trading area; your competition and what events and activities are happening every month. We will provide you with a variety of printed marketing materials that can be used to hand out and promote the opening of your business. In addition to the standard stationary package of business cards, letterhead & envelopes you will receive a variety of other marketing materials which may include items such as Bounce Back Coupons, Promo coupons, Catering menus, Take Out Menus and flyers, a Local Marketing Toolkit!

Four walls marketing inside your location is important so you will also receive printed marketing messages to include inside the location which may include items such as napkin holder inserts, posters, point-of-sale displays that re-enforce our marketing programs.

In addition, we will provide you with step-by-step implementation guides, so your team can take advantage of local marketing opportunities. We will provide you with tools to execute a fundraising event in your location, as well as guides for conducting business-to-business campaigns.

EMAIL MARKETING

Email marketing is very effective at keeping you connected to anyone who has interacted with your The Great Greek location. Your email marketing strategy is system-wide, and includes:

- **Smart Email Platform** Our new website technology includes a smart email marketing platform. All guests who sign up for our Loyalty program or just to receive emails will be loaded into a data base for your store and that will be updated weekly.
- **Email Campaigns:** We will implement ongoing email campaigns using custom monthly email promotions. All email addresses collected via ad campaigns, checkout points, Wi-Fi access, and through your website are automatically added to our Smart Email Platform.
- **Pre-Launch Specific Campaigns:** Prior to the opening of your location, we will engage potential customers in your trading area to sign up for email or loyalty and email efforts will focus on invitations to Grand Opening events.

GRAND OPENING EVENTS & PRESS

We want to create a buzz in your community that has customers lined up at the door to get inside. One of the best ways to do this is to use the local media to share our story with a press kit and release that contains story angles that are compelling in your market, punctuated by a high- end grand opening events with sharable content to get the buzz going on social media.

- **Public Relations:** PR lays the groundwork to share information about your Great Greek location through local media outlets, key influencer's, and bloggers.
- **Grand Opening Events:** Creating a compelling and impactful series of Grand Opening events not only creates buzz in your area to launch your location successfully, with the right social and digital media targeting, the events will continue to create engagement online. You will be provided with a comprehensive Grand Opening Toolkit to help you create a memorable experience. Our Marketing Agency Partner and PR Agency Partner will collaborate with you, the Marketing Director and Business Advisor to assist in managing all the details to ensure a very successful Grand Opening.

Grand Opening Marketing Program Total: \$20,000

SHIPPING, DELIVERY AND INSTALLATION

Shipping, delivery and installation are included in this package.

Equipment Total \$183,520*

Plus, tax and customs for all equipment and furnishings

*Pricing is based off a standard layout consisting of 1,800 square foot of usable space. Larger locations may require additional seating options. Inside cabling and wiring not included.

**All interior and exterior signs may be subject to approval by local municipal authorities and landlords. If changes are required, The Great Greek Franchising, LLC. will order signs to conform to landlord and municipal authority requirements.

Because we are constantly improving our products and equipment, we reserve the right to revise, change and/or substitute product features, dimensions, specifications and designs without notice to improve our franchises' capabilities and quality. Prices are subject to change without notice.

Due to the customization of the above-mentioned equipment, estimated time of delivery is 10 weeks from order placed.

Schedule B to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Great Greek Franchising, LLC for your The Great Greek Mediterranean Grill® franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

2. The Territory of the Business is:

GREAT GREEK FRANCHISING, LLC

By: _____

Name/Title: _____

Date: _____

Schedule C to Franchise Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO GREAT GREEK FRANCHISING, LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____

(Please attach one voided check for the above account)

Business Location: _____

Business #: _____

Address: _____

Phone #: _____

Fax #: _____

Name of Franchisee/Depositor (please print)

By: _____

Signature and Title of Authorized Representative

Date: _____

FRANCHISEE'S RATIFICATION

In consideration of the execution of the foregoing Franchise Agreement with GREAT GREEK FRANCHISING, LLC ("FRANCHISOR"), the Franchisee hereby acknowledges that:

I have read and understood the foregoing Franchise Agreement and understand that if I do not understand any terms of the Franchise Agreement, or if I do not understand any terms of the Franchise Disclosure Document, I have the right to have my own attorney explain any terms of this Agreement to me.

FRANCHISOR ENCOURAGES YOU TO SEEK THE ADVICE OF ANY ATTORNEY PRIOR TO SIGNING THE FRANCHISE AGREEMENT.

I understand that although FRANCHISOR will provide assistance and advice, as outlined in the Franchise Agreement, FRANCHISOR cannot guarantee my success as a The Great Greek Mediterranean Grill® Franchisee, and my earnings as a The Great Greek Mediterranean Grill® Franchisee will be primarily dependent upon MY INDIVIDUAL EFFORTS in operating my The Great Greek Mediterranean Grill® Restaurant.

I acknowledge that neither FRANCHISOR nor any of its directors, officers, agents, or employees have made any claims or representations whatsoever regarding potential revenues, earnings, or profits, that a Franchisee will achieve as the owner of a The Great Greek Mediterranean Grill® Restaurant. I represent that I have entered into the Franchise Agreement without relying upon any claim or representation not contained in the Disclosure Document, and to do so would be unreasonable. I understand that FRANCHISOR is relying upon my representations in making its decision to grant the Franchise.

While FRANCHISOR has offered assistance, I UNDERSTAND THAT I AM ASSUMING FULL RESPONSIBILITY FOR, AND HAVE HAD THE FINAL ULTIMATE APPROVAL OF, THE SITE SELECTED AND THE LEASE EXECUTED FOR THAT SITE. I further understand that I have the right to have my own attorney review the Lease and explain to me any provisions of the Lease.

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

Executed this _____ day of _____, 20__.

Franchisee

Franchisee

EXHIBIT D

FORM OF GENERAL RELEASE

GENERAL RELEASE AGREEMENT

This General Release Agreement (this “Agreement”) is executed by and between _____, whose business is located at _____ (“Franchisee”) and Great Greek Franchising, LLC, a Florida limited liability company (“Franchisor”).

INTRODUCTION

- A. The Franchisor and Franchisee entered into a Franchise Agreement (the “Franchise Agreement”) dated _____, pursuant to which the Franchisor granted the Franchisee a franchise or license (the “Franchise”) to operate a franchise business (the “Franchise Business”).
- B. The parties desire to terminate the Franchise Agreement on the terms and conditions set forth in this Agreement.
- C. This Agreement has been supported by full and adequate consideration, receipt of which is hereby acknowledged by both Franchisee and Franchisor.

The parties agree as follows:

1. **Termination of Franchise Agreement and Related Agreements.** The parties agree that, subject to Section 3 hereof and the terms and conditions set forth in Schedule A attached hereto, the Franchise Agreement and all obligations of Franchisee and Franchisor under or arising from the Franchise Agreement are hereby terminated.
2. **Mutual General Releases.** Subject to Section 3 hereof, Franchisee, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisor and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the Franchise Agreement, the Franchisor’s offer, sale or negotiation of the Franchise, the relationship of the parties arising therefrom, or the Franchisor’s conduct in obtaining and entering into agreements.

Subject to Section 3 hereof, Franchisor, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge Franchisee and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which Franchisor ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the Franchise Agreement.

3. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of Franchisee (and its owners and guarantors, if any) arising out of the Franchise Agreement or any other agreement which concern the payment of any accrued but unpaid amounts owed to Franchisor (whether known or unknown), or which otherwise expressly or by their nature survive the termination of the Franchise Agreement, including, without limitation, obligations pertaining to Franchisee’s indemnification obligations, non-disclosure of Franchisor’s confidential

information and non-competition with Franchisor. In addition, all obligations of the parties, if any, in the Franchise Agreement pertaining to dispute resolution and jurisdiction and venue for dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the Franchise Agreement, and until they are satisfied or by their nature expire. Franchisee acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Franchisor's franchise system, including, without limitation, "The Great Greek Mediterranean Grill®," and any colorable imitation thereof. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong exclusively to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records, customer files and any materials which display the trademarks associated with the Franchise system. Franchisee agrees to return and turn over to Franchisor all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

4. **Confidentiality.** It is acknowledged by Franchisee that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by Franchisee may cause serious harm or damage to Franchisor, and its owners and officers. Therefore, Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

5. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

6. **Binding Effect.** All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors and permitted assigns.

7. **Interpretation.** Each of the parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

8. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

9. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by electronic delivery shall be binding upon any party so confirming on the date of receipt.

11. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by Franchisee and Franchisor and delivered fully executed to Franchisee and Franchisor.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name/Title: _____

Date: _____

FRANCHISEE:

[individual owners:]

Signature: _____

Name/Title: _____

Date: _____

Signature: _____

Name/Title: _____

Date: _____

[entity, if applicable:]

By: _____

Name/Title: _____

Date: _____

SCHEDULE A TO GENERAL RELEASE

ADDITIONAL TERMS AND CONDITIONS FOR TRANSFER AND ASSUMPTION OF FRANCHISE

Franchisee desires to transfer its rights to operate its The Great Greek Mediterranean Grill® business operated under the Franchise Agreement (the “Great Greek Business”) to a successor franchisee, _____ (“Successor Franchisee”) desires to continue operating such Great Greek Business pursuant to a Successor Franchise Agreement with Franchisor. The terms and conditions of this Schedule “A” supplement the terms and conditions of the foregoing General Release Agreement of which this Schedule forms a part. The parties agree that the foregoing recitals are true and correct, and for good and valuable consideration, the receipt of which is acknowledged by each of the parties, the parties agree as follows:

1. **Transfer.** Effective as of the date of this Agreement, Franchisee does hereby bargain, sell, assign, convey, and transfer all of Franchisee’s rights to the Successor Franchisee to operate the Great Greek Business, pursuant to the Successor Franchise Agreement and any related written agreements between the Successor Franchisee and Franchisor. Subject to the terms of such Successor Franchise Agreement and related written agreements with Franchisor, the Successor Franchisee hereby accepts and assumes the rights and obligations of the Franchisee to operate the Great Greek Business. Successor Franchisee is not assuming any liabilities of Franchisee to Franchisor. If, for any reason, the sale of Franchisee’s business to Successor Franchisee is not completed, the General Release Agreement will be deemed null and void, and Franchisee shall continue to operate the Great Greek Business under the terms of the Franchise Agreement. Unless otherwise provided in a written agreement between Franchisee and Successor Franchisee, Franchisee, during the period from the date hereof to the final closing date of the sale of the Great Greek Business to the Successor Franchisee, shall operate the Great Greek Business for his/her own account.
2. **Successor Agreements and Payments.** The Successor Franchisee is hereby delivering to Franchisor its duly signed Successor Franchise Agreement and any related agreements that may be required as a result of this transaction under the Franchise Agreement. The Successor Franchise Agreement means the current standard form of Franchise Agreement required by Franchisor, subject to any modifications consented to in writing by Franchisor. The Successor Franchisee is also hereby delivering to Franchisor a transfer fee in the amount of \$24,500.00 or 10% of the sale price of the franchise business (whichever is greater). No initial franchise fee shall be due under the Successor Franchise Agreement from the Successor Franchisee.
3. **Consents, Subordination and Acknowledgments.** Franchisor consents to the transfer to and assumption by Successor Franchisee in accordance with this Agreement. Such consent does not constitute approval of, nor agreement with, any of the provisions of any agreement (other than this Agreement) between Franchisee and Successor Franchisee. The Franchisee and Successor Franchisee specifically acknowledge that Franchisor is not a party to any such agreements. Franchisee agrees that its rights pursuant to any agreements with the Successor Franchisee, are subject to and subordinate in all respects to Franchisor’s rights under the Successor Franchise Agreement and all related agreements, if any, between Franchisor and Successor Franchisee, including all renewals, modifications, and extensions, if any, to such agreements. Successor Franchisee agrees that its rights concerning Franchisor exist pursuant only to the written agreements entered between Franchisor and Successor Franchisee, and in the event of any conflict with the terms of this Agreement, except regarding the waiver of the payment of an initial franchise fee, the terms of such other agreements shall control. Successor Franchisee acknowledges that it has received and reviewed the General Release Agreement of which this Schedule “A” forms a part. The Successor Franchisee further acknowledges that, except as expressly provided in this Agreement, Franchisor has no liability with respect to, related to, or arising out of, any transaction between Franchisee and Successor Franchisee, and releases, indemnifies and holds Franchisor harmless from same.

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____
Name/Title: _____
Date: _____

FRANCHISEE:

[individual owners:]

Signature: _____
Name/Title: _____
Date: _____

Signature: _____
Name/Title: _____
Date: _____

[entity, if applicable:]

By: _____
Name/Title: _____
Date: _____

SUCCESSOR FRANCHISEE:

[individual owners:]

Signature: _____
Name/Title: _____
Date: _____

Signature: _____
Name/Title: _____
Date: _____

[entity, if applicable:]

By: _____
Name/Title: _____
Date: _____

EXHIBIT E

DEPOSIT RECEIPT LETTER



**DEPOSIT RECEIPT LETTER
MULTI-UNIT DEVELOPMENT AGREEMENT**

By this Receipt, **GREAT GREEK FRANCHISING, LLC** acknowledges that it has received a fully refundable deposit of \$9,500 (USD) from:

Name: _____

Address: _____

together with an application for a The Great Greek Mediterranean Grill Multi-Unit Development Agreement.

We've reviewed your application within our offices and would be pleased to move forward, including conducting an overview of the potential of your market, creating a development schedule and selecting a location for your first The Great Greek Mediterranean Grill Restaurant. The deposit you paid will, at the time of signing your Multi-Unit Development Agreement, be credited to the remainder of the franchise fee for your first location. In the event that you decide not to accept the Multi-Unit Development Agreement for any reason, your deposit will be refunded.

Thank you for your sincere interest in entering into a The Great Greek Mediterranean Grill Multi-Unit Development Agreement. We believe we have assembled the best products, support staff, and system in our industry. We look forward to providing this to you and welcoming you into our franchise system. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

Great Greek Franchising, LLC

CANDIDATE:

By: _____

By: _____

Print Name

Print Name

Date: _____

Date: _____



**DEPOSIT RECEIPT LETTER
SINGLE UNIT FRANCHISE**

By this Receipt, **GREAT GREEK FRANCHISING, LLC** acknowledges that it has received a fully refundable deposit of \$9,500 (USD) from:

Name: _____

Address: _____

together with an application for a The Great Greek Mediterranean Grill Franchise Agreement.

We've reviewed your application within our offices and would be pleased to move forward, including assisting you in selecting a location for your The Great Greek Mediterranean Grill Restaurant.

The deposit you paid will, at the time of signing your Franchise Agreement, be credited to the remainder of the franchise fee. In the event that you decide not to accept the Franchise Agreement for any reason, your deposit will be refunded.

Thank you for your sincere interest in entering into a The Great Greek Mediterranean Grill Franchise Agreement. We believe we have assembled the best products, support staff, and system in our industry. We look forward to providing this to you and welcoming you into our franchise system. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

Great Greek Franchising, LLC

CANDIDATE:

By: _____

By: _____

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT F

COMPLIANCE CERTIFICATION

The Great Greek Mediterranean Grill®

COMPLIANCE CERTIFICATION MULTI-UNIT DEVELOPMENT FRANCHISE

You are preparing to enter into a Multi-Unit Development Agreement and a Franchise Agreement for the establishment and operation of a The Great Greek Mediterranean Grill® franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Great Greek Franchising, LLC (the “Franchisor”) has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____	_____	The date on which I first received a Franchise Disclosure Document about the
(Date)	(Initials)	The Great Greek Mediterranean Grill® franchise.

_____	_____	The date of my first face-to-face meeting with a franchise sales representative of
(Date)	(Initials)	the Franchisor to discuss the possible purchase of a franchise.

_____	_____	The date on which I signed the contracts and agreements as disclosed in my
(Date)	(Initials)	Franchise Disclosure Document

_____	_____	The earliest date on which I delivered cash, check, or other consideration to the
(Date)	(Initials)	Franchisor in connection with the purchase of a franchise.

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Multi-Unit Development Agreement, Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____
2. Do you understand all of the information contained in the Franchise Development Agreement, Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____

If “No”, what parts of the Multi-Unit Franchise Development Agreement, Franchise Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)

3. Have you discussed the benefits and risks of establishing and operating a The Great Greek Mediterranean Grill® franchise business with an attorney, accountant, or other professional advisor? Yes ____ No ____
4. Do you understand that the success or failure of your The Great Greek Mediterranean Grill® franchise business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation, and other economic and business factors? Yes ____ No ____

5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any The Great Greek Mediterranean Grill® business operated by the Franchisor or its franchisees? Yes ____ No ____
6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from a The Great Greek Mediterranean Grill® franchise business? Yes ____ No ____
7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating a The Great Greek Mediterranean Grill® business that is contrary to or different from the information contained in the Franchise Disclosure Document? Yes ____ No ____
8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____
9. Do you understand that your initial franchise fee is non-refundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered “Yes” to any one of questions B. 5-8, or “No” to question B. 9 please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered “No” to each of questions B. 5-8 and “Yes” to question B.9, please leave the following lines blank.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT:

APPROVED BY:

Signature: _____

Analyst: _____

Print Name: _____

Date: _____

Date: _____

(If applicable)

Corporation Name: _____

By: _____

Print Name/Title: _____

Date: _____

The Great Greek Mediterranean Grill®

COMPLIANCE CERTIFICATION SINGLE UNIT FRANCHISE

You are preparing to enter into a Franchise Agreement for the establishment and operation of a The Great Greek Mediterranean Grill® franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Great Greek Franchising, LLC (“the Franchisor”) has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____	_____	The date on which I first received a Franchise Disclosure Document about the
(Date)	(Initials)	The Great Greek Mediterranean Grill® franchise.
_____	_____	The date of my first face-to-face meeting with a franchise sales representative of
(Date)	(Initials)	the Franchisor to discuss the possible purchase of a franchise.
_____	_____	The date on which I signed the contracts and agreements as disclosed in my
(Date)	(Initials)	Franchise Disclosure Document
_____	_____	The earliest date on which I delivered cash, check, or other consideration to the
(Date)	(Initials)	Franchisor in connection with the purchase of a franchise.

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Franchise Agreement and the Franchise Disclosure Document? Yes _____ No _____
2. Do you understand all of the information contained in the Franchise Agreement and the Franchise Disclosure Document? Yes _____ No _____
If “No”, what parts of the Franchise Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)

3. Have you discussed the benefits and risks of establishing and operating a The Great Greek Mediterranean Grill® franchise business with an attorney, accountant, or other professional advisor? Yes _____ No _____
4. Do you understand that the success or failure of your The Great Greek Mediterranean Grill® franchise business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation, and other economic and business factors? Yes _____ No _____
5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any The Great Greek Mediterranean

Grill® business operated by the Franchisor or its franchisees?
Yes ____ No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from a The Great Greek Mediterranean Grill® franchise business?
Yes ____ No ____
7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating a The Great Greek Mediterranean Grill® business that is contrary to or different from the information contained in the Franchise Disclosure Document? Yes ____ No ____
8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____
9. Do you understand that your initial franchise fee is non-refundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered “Yes” to any one of questions B. 5-8, or “No” to question B. 9 please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered “No” to each of questions B. 5-8 and “Yes” to question B.9, please leave the following lines blank.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT:

Signature: _____

Print Name: _____

Date: _____

(If applicable)

Corporation Name: _____

By: _____

Print Name/Title: _____

Date: _____

APPROVED BY:

Analyst: _____

Date: _____

EXHIBIT G

FINANCIAL STATEMENTS

Great Greek Franchising, LLC

Audited Consolidated Financial Statements

April 30, 2020, April 30, 2019, and April 30, 2018

GREAT GREEK FRANCHISING, LLC

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MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Great Greek Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of Great Greek Franchising, LLC, which comprises the consolidated balance sheets as of April 30, 2020, April 30, 2019, and April 30, 2018, and the related consolidated statements of income and members' equity, and cash flows for the periods then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Great Greek Franchising, LLC as of April 30, 2020, April 30, 2019, and April 30, 2018, and the results of its consolidated operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Milbery & Kesselman, CPAs". The signature is written in a cursive, flowing style.

Milbery & Kesselman, CPAs, LLC
August 14, 2020

GREAT GREEK FRANCHISING, LLC
Consolidated Balance Sheets
As of April 30, 2020, April 30, 2019, and April 30, 2018

	<u>2020</u>	<u>2019</u>	<u>2018</u>
ASSETS			
Current Assets			
Cash and Cash Equivalents	\$ 31,764	\$ 7,041	\$ 106,857
Accounts Receivable, net	681,126	1,197,426	39,500
Contract Assets	151,700	-	-
Prepaid Expenses	65,225	17,656	-
Inventory	3,719	3,937	-
Total Current Assets	<u>933,534</u>	<u>1,226,060</u>	<u>146,357</u>
Property and Equipment, net	-	-	-
Other Assets			
Intangible Assets, net	87,500	117,500	147,500
Security Deposits	-	-	4,575
Total Other Assets	<u>87,500</u>	<u>117,500</u>	<u>152,075</u>
TOTAL ASSETS	<u><u>\$ 1,021,034</u></u>	<u><u>\$ 1,343,560</u></u>	<u><u>\$ 298,432</u></u>
LIABILITIES AND MEMBERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 810,735	\$ 300,984	\$ 13,831
Accrued Expenses	24,634	518,197	26,672
Contract Liabilities	196,500	-	-
Franchise Deposits	953,427	75,500	31,500
Loans Payable - Related Parties	-	294,074	153,085
Total Current Liabilities	<u>1,985,296</u>	<u>1,188,755</u>	<u>225,088</u>
Long Term Liabilities	-	-	-
TOTAL LIABILITIES	<u><u>1,985,296</u></u>	<u><u>1,188,755</u></u>	<u><u>225,088</u></u>
MEMBERS' EQUITY	(964,262)	154,805	73,344
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$ 1,021,034</u></u>	<u><u>\$ 1,343,560</u></u>	<u><u>\$ 298,432</u></u>

See accompanying independent auditor's report and notes to financial statements

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Income and Members' Equity
For the periods ended April 30, 2020, April 30, 2019, and April 30, 2018

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Income			
Franchise Fees	\$ 877,000	\$ 1,705,000	\$ 118,500
Product	200,023	1,008,115	-
Royalty Income	209,111	31,205	-
Other Income	58,705	8,155	-
Total Income	<u>1,344,839</u>	<u>2,752,475</u>	<u>118,500</u>
Cost of Goods Sold	277,313	758,162	-
Gross Profit	<u>\$ 1,067,526</u>	<u>\$ 1,994,313</u>	<u>\$ 118,500</u>
Expenses			
Advertising	347,032	290,774	52,904
Amortization	30,000	30,000	2,500
Automobile	46,123	30,972	4,575
Bad Debt	-	135,152	-
Bank Service Charges	7,530	5,330	974
Computer and Software	24,421	16,809	1,700
Charitable Contributions	-	-	36
Dues and Subscriptions	7,000	5,791	802
Insurance	12,331	1,916	1,554
Internet and Computer	2,498	13,571	1,124
Licensing and Registration	4,419	4,543	7,084
Meals and Entertainment	25,739	6,265	487
Office	25,837	18,723	9,767
Payroll	1,447,956	1,133,161	155,393
Postage	4,254	3,433	922
Professional Fees	22,047	15,909	23,644
Rent	1,047	1,921	316
Telephone	43,578	35,484	6,755
Travel	134,589	158,197	24,619
Total Expenses	<u>2,186,401</u>	<u>1,907,951</u>	<u>295,156</u>
Net Income (Loss) before Other Income/(Expense)	<u>\$ (1,118,875)</u>	<u>\$ 86,362</u>	<u>\$ (176,656)</u>
Other Income/(Expense)			
Gain on Foreign Currency Exchange	(192)	99	-
Income Tax	-	(5,000)	-
Total Other Income/(Expense)	<u>(192)</u>	<u>(4,901)</u>	<u>-</u>
Net Income (Loss)	\$ (1,119,067)	\$ 81,461	\$ (176,656)
Members' Equity, Beginning	154,805	73,344	-
Members' Contributions	-	-	250,000
Members' Equity, Ending	<u>\$ (964,262)</u>	<u>\$ 154,805</u>	<u>\$ 73,344</u>

See accompanying independent auditor's report and notes to financial statements

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Cash Flows
For the periods ended April 30, 2020, April 30, 2019, and April 30, 2018

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities			
Net Income (Loss)	\$ (1,119,067)	\$ 81,461	\$ (176,656)
Adjustments to Reconcile Net Income (Loss) to			
Net Cash provided/ (used) by Operations:			
Amortization	30,000	30,000	2,500
(Increase) Decrease in Accounts Receivables	516,300	(1,157,926)	(39,500)
Increase in Contract Assets	(151,700)	-	-
Increase in Prepaid Expenses	(47,569)	(17,656)	-
(Increase) Decrease in Inventory	218	(3,937)	-
(Increase) Decrease in Security Deposit	-	4,575	(4,575)
Increase in Accounts Payable	509,751	287,153	13,831
Increase (Decrease) in Accrued Expenses	(493,563)	491,525	26,672
Increase in Contract Liabilities	196,500	-	-
Increase in Franchise Deposits	877,927	44,000	31,500
Increase (Decrease) in Loans Payable - Related Parties	(294,074)	140,989	153,085
Cash provided/ (used) by Operating Activities	<u>24,723</u>	<u>(99,816)</u>	<u>6,857</u>
Cash Flows from Investing Activities			
Intangible Assets - Additions	<u>-</u>	<u>-</u>	<u>(150,000)</u>
Cash used by for Investing Activities	<u>-</u>	<u>-</u>	<u>(150,000)</u>
Cash Flows from Financing Activities			
Members' Contributions	<u>-</u>	<u>-</u>	<u>250,000</u>
Cash provided by Financing Activities	<u>-</u>	<u>-</u>	<u>250,000</u>
Increase (Decrease) in Cash	<u>24,723</u>	<u>(99,816)</u>	<u>106,857</u>
Beginning Balance	<u>7,041</u>	<u>106,857</u>	<u>-</u>
Ending Balance	<u><u>\$ 31,764</u></u>	<u><u>\$ 7,041</u></u>	<u><u>\$ 106,857</u></u>
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
Income Taxes	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – Great Greek Franchising, LLC (the “Company”), a Florida limited liability company, was formed on September 18, 2017 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to own and operate a Great Greek Mediterranean Grill restaurant.

The Company has elected a year end of April 30.

Principles of consolidation – The financial statements include the operations of Great Greek Franchising, LLC, and its wholly owned subsidiary Great Greek Franchising, LLC (Australian entity). All significant intercompany transactions have been eliminated in consolidation.

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company’s significant accounting policies follows:

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Cash concentration - The Company maintains its cash in three bank accounts which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

	<u>Years</u>
Vehicles	7
Machinery and equipment	10
Computer equipment	3.5 – 7
Software	3.5
Leasehold improvements	10

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Intangible assets – Intangible assets subject to amortization include brand development, which are being amortized on a straight-line basis over 5 years.

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements.

Adoption of new accounting standard - In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective May 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. Prior period amounts continue to be reported in accordance with legacy GAAP.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application.

The adoption resulted in no adjustment to beginning members' equity as of May 1, 2019. The impact of applying this ASU for the year ended April 30, 2020 resulted in a significant impact to the Company's financial statements. As a result, the Company deferred \$512,000 in franchise fee income and incurred \$435,170 in additional losses due to the income not being recognized consistently with prior year's reporting.

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Reclassification – Certain amounts as reported in the 2019 and 2018 financial statements have been reclassified to conform with the 2019 presentation.

Subsequent events – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through August 14, 2020, which is the date the financial statements were available for issuance.

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at three financial institutions. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to \$250,000. Accounts at the Australian institution are insured by the Financial Claims Scheme for up to 250,000 AUD. At April 30, 2020, the Company has uninsured cash balances amounting to \$0. At April 30, 2019, the Company has uninsured cash balances amounting to \$0. At April 30, 2018, the Company has uninsured cash balances amounting to \$0.

Note 3 Accounts Receivable

Accounts receivable at April 30, 2020, April 30, 2019, and April 30, 2018, consisted of the following:

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Franchise Fees Receivable	\$ 731,324	\$ 1,322,577	\$ 39,500
Allowance for Doubtful Accounts	<u>(50,198)</u>	<u>(135,151)</u>	<u>-</u>
	<u>\$ 681,126</u>	<u>\$ 1,197,426</u>	<u>\$ 39,500</u>

Note 4 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Contract assets	\$ 151,700	\$ -	\$ -
Contract liabilities	196,500	-	-

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 4 Revenue Recognition in Accordance with FASB ASC 606 (Continued)

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 5 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses. For the period ending April 30, 2020, related party balances included accounts payable of \$524,509. For the period ending April 30, 2019, related party balances included loans payable of \$294,074. For the period ending April 30, 2018, related party balances included loans payable of \$153,085.

EXHIBIT G-1

FINANCIAL STATEMENTS OF SIGN*A*RAMA INC.

AND

GUARANTY OF PERFORMANCE

Sign*A*Rama Inc.

Audited Consolidated Financial Statements

December 31, 2019, December 31, 2018, and December 31, 2017

SIGN*A*RAMA INC.

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MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Sign*A*Rama Inc.
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of Sign*A*Rama Inc. which comprises the consolidated balance sheet as of December 31, 2019, December 31, 2018, and December 31, 2017, the related consolidated statements of income and retained earnings, cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Sign*A*Rama Inc. as of December 31, 2019, December 31, 2018 and December 31, 2017, and the results of its consolidated operations and its consolidated cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Milbery & Kesselman, CPAs". The signature is written in a cursive, flowing style.

Milbery & Kesselman, CPAs, LLC
April 17, 2020

SIGN*A*RAMA INC.
Consolidated Balance Sheet
As of December 31, 2019, December 31, 2018, and December 31, 2017

	<u>2019</u>	<u>2018</u>	<u>2017</u>
ASSETS			
Current Assets			
Cash and Cash Equivalents	\$ 301,927	\$ 322,949	\$ 101,480
Marketable Securities - at FMV	1,954,302	1,337,383	2,455,962
Accounts Receivable (net of Allowance for Doubtful Accounts)	3,093,348	2,821,434	1,523,126
Inventory	87,672	205,267	100,645
Prepaid Expenses	54,121	104,711	688,423
Loans Receivable	-	5,900	4,000
Loans Receivable - Related Companies	5,276,426	4,173,718	2,286,049
Current Portion Promissory Notes	51,924	94,752	71,320
Total Current Assets	<u>10,819,720</u>	<u>9,066,114</u>	<u>7,231,005</u>
 Property and Equipment (net of Accumulated Depreciation)	 7,834,764	 7,850,057	 8,050,814
 Other Assets			
Deferred Financing Costs (net of Accumulated Amortization)	-	-	25,526
Promissory Notes (net of Allowance for Credit Losses)	90,417	128,943	76,244
Security Deposits	31,745	7,151	5,781
Investments	250,000	250,000	-
Total Other Assets	<u>372,162</u>	<u>386,094</u>	<u>107,551</u>
 TOTAL ASSETS	 <u><u>\$ 19,026,646</u></u>	 <u><u>\$ 17,302,265</u></u>	 <u><u>\$ 15,389,370</u></u>
 LIABILITIES AND STOCKHOLDERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 2,800,188	\$ 2,831,666	\$ 3,529,030
Accrued Expenses	970,707	1,730,224	1,774,916
Franchise Deposits	1,094,372	177,730	183,743
Lines of Credit	997,852	400,000	1,589,207
Loans Payable - Related Companies	796,237	-	-
Current Portion of Long Term Debt	291,661	273,084	1,140,160
Total Current Liabilities	<u>6,951,017</u>	<u>5,412,704</u>	<u>8,217,056</u>
 Long Term Liabilities			
Long Term Debt, less Current Portion	<u>5,702,898</u>	<u>5,994,833</u>	<u>1,510,047</u>
 TOTAL LIABILITIES	 12,653,915	 11,407,537	 9,727,103
 STOCKHOLDERS' EQUITY			
Common Stock	1,000	1,000	1,000
Additional Paid In Capital	499,000	499,000	499,000
Retained Earnings	5,534,734	5,355,667	4,935,079
Accumulated Other Comprehensive Income	337,997	39,061	227,188
TOTAL STOCKHOLDERS' EQUITY	<u>6,372,731</u>	<u>5,894,728</u>	<u>5,662,267</u>
 TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	 <u><u>\$ 19,026,646</u></u>	 <u><u>\$ 17,302,265</u></u>	 <u><u>\$ 15,389,370</u></u>

See accompanying independent auditor's report and notes to financial statements

SIGN*A*RAMA INC.
Consolidated Statement of Income and Retained Earnings
For the years ended December 31, 2019, December 31, 2018, and December 31, 2017

	2019	2018	2017
Income			
Franchise Fees	\$ 2,506,043	\$ 3,677,674	\$ 3,604,384
Product	1,173,968	2,776,212	2,849,054
Commissions	7,616	92,997	57,812
Royalties	10,448,678	10,524,228	9,975,561
Other Income	118,007	216,621	336,972
Total Income	14,254,312	17,287,732	16,823,783
Cost of Goods Sold	2,197,911	3,260,058	3,216,938
Gross Profit	\$ 12,056,401	\$ 14,027,674	\$ 13,606,845
Expenses			
Advertising	707,193	1,015,467	1,018,530
Automobile	434,318	498,844	542,065
Bad Debt	89,344	40,703	48,097
Bank Service Charges	116,577	152,567	90,994
Computer and Software	252,721	152,742	154,285
Depreciation and Amortization	228,969	259,999	227,267
Dues and Subscriptions	83,274	58,747	47,615
Insurance	158,482	116,452	100,366
Licensing and Registrations	13,823	51,722	53,221
Office	399,448	414,736	521,540
Payroll	6,426,646	7,347,491	7,279,251
Postage	49,723	47,478	61,279
Professional Fees	403,655	796,314	529,354
Rent	116,653	103,471	112,112
Taxes	114,577	165,730	181,540
Telephone	555,222	522,456	383,246
Travel and Meals	1,298,859	1,466,991	1,547,825
Total Expenses	11,449,484	13,211,910	12,898,587
Net Income before Other Income/(Expense)	\$ 606,917	\$ 815,764	\$ 708,258
Other Income/(Expense)			
Interest and Dividend Income	57,306	64,289	50,022
Interest Expense	(464,266)	(334,979)	(233,705)
Income Tax	30,000	(19,521)	(25,000)
Gain/(Loss) on Foreign Currency Exchange	(11,910)	(65,408)	(58,606)
Gain/(Loss) on Fixed Asset Disposal	(10,556)	-	-
Realized Gain/(Loss) on Investments	13,670	75,356	25,570
Total Other Income/(Expense)	(385,756)	(280,263)	(241,719)
Net Income	\$ 221,161	\$ 535,501	\$ 466,539
Retained Earnings, Beginning	5,355,667	4,935,079	4,468,540
Stockholders' Distributions	(42,094)	(114,913)	-
Retained Earnings, Ending	\$ 5,534,734	\$ 5,355,667	\$ 4,935,079

See accompanying independent auditor's report and notes to financial statements

SIGN*A*RAMA INC.
Consolidated Statement of Cash Flows
For the years ended December 31, 2019, December 31, 2018, and December 31, 2017

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Cash Flows from Operating Activities			
Net Income	\$ 221,161	\$ 535,501	\$ 466,539
Adjustments to reconcile net income to net cash provided/(used) by Operations			
Depreciation and Amortization	228,969	259,999	227,267
Loss on Fixed Asset Disposal	10,556	-	-
Unrealized Gain/(Loss) on Marketable Securities	298,936	(188,127)	258,646
(Increase)/Decrease in Accounts Receivable	(271,914)	(1,298,308)	878,588
(Increase)/Decrease in Loans Receivable	5,900	(1,900)	-
(Increase)/Decrease in Inventory	117,595	(104,622)	(15,049)
(Increase)/Decrease in Prepaid Expenses	50,590	583,712	(626,771)
(Increase)/Decrease in Security Deposits	(24,594)	(1,370)	(5,781)
Increase/(Decrease) in Accounts Payable, Accrued Expenses, and Franchise Deposits	125,647	(748,069)	925,694
Cash provided/(used) by Operating Activities	<u>762,846</u>	<u>(963,184)</u>	<u>2,109,133</u>
Cash Flows from Investing Activities			
Acquisition of Fixed Assets	(224,232)	(33,719)	(209,174)
Sale (Purchase) of Investments	(616,919)	1,118,579	(1,052,403)
Cash provided/(used) by Investing Activities	<u>(841,151)</u>	<u>1,084,860</u>	<u>(1,261,577)</u>
Cash Flows from Financing Activities			
Promissory Notes	81,354	(76,131)	(40,975)
Stockholders' Distributions	(42,094)	(114,913)	-
Lines of Credit	597,852	(687,619)	-
Loans Receivable - Related Companies	(1,102,708)	(1,887,669)	(1,094,685)
Loans Payable - Related Companies	796,237	-	-
Investments	-	(250,000)	-
New Borrowings:			
Long Term	-	5,900,000	-
Debt Reduction:			
Short Term	18,577	(867,076)	35,705
Long Term	(291,935)	(1,916,800)	-
Cash provided/(used) by Financing Activities	<u>57,283</u>	<u>99,792</u>	<u>(1,099,955)</u>
Increase/(Decrease) in Cash	<u>(21,022)</u>	<u>221,468</u>	<u>(252,399)</u>
Beginning Balance	<u>322,949</u>	<u>101,481</u>	<u>353,879</u>
Ending Balance	<u>\$ 301,927</u>	<u>\$ 322,949</u>	<u>\$ 101,480</u>
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	<u>\$ 464,266</u>	<u>\$ 334,979</u>	<u>\$ 233,705</u>
Income Taxes	<u>\$ (48,018)</u>	<u>\$ 97,762</u>	<u>\$ 12,045</u>

See accompanying independent auditor's report and notes to financial statements

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

Credit risk - The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Inventory - Inventory is stated at the lower of cost using the First-In-First-Out inventory method, or fair market value, and consists of equipment.

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

Vehicles	5 years
Machinery and Equipment	5 years
Furniture and Fixtures	5 years
Buildings	39 years
Building Improvements	15-39 years

Expenditures for maintenance and repairs are expensed as incurred. Major improvements which increase the estimated useful life of an asset are capitalized. Upon the sale or retirement of assets, recorded cost and related accumulated depreciation are reduced from the accounts, and any gain or loss on disposal is reflected in operations.

Deferred financing costs – Costs incurred in obtaining long-term financing are included in deferred financing costs and other assets on the accompanying balance sheets and are amortized over the terms of the related debt agreements. As of December 31, 2019, 2018, and 2017, net deferred long-term financing charges were \$0, \$0, and \$25,525, respectively. Amortization of deferred long-term financing charges was \$0, \$0, and \$3,191 for the years ended December 31, 2019, 2018, and 2017, respectively; and is included in depreciation and amortization on the accompanying income statement.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Advertising – Advertising primarily consist of the outside costs related to lead development. Advertising costs are expensed as incurred and were \$707,193 for the year ended December 31, 2019, \$1,015,467 for the year ended December 31, 2018, and \$1,018,530 for the year ended December 31, 2017.

Sign*A*Rama Inc.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – Sign*A*Rama Inc. (the “Company”) was incorporated in Florida on March 4, 1987 and is headquartered in West Palm Beach, Florida, with a corporate warehouse located in Newton, North Carolina. The Company sells domestic and international franchises that allow the purchaser to operate full service retail sign centers.

The Company elected to be treated as a Subchapter S Corporation with the Internal Revenue Service, effective March 1, 1995. The Company has elected a year end of December 31.

Principles of consolidation – The financial statements include the operations of Sign*A*Rama Inc. and its wholly owned subsidiaries Sign A Rama Global Accounts, World Franchisors, and Moss Acquisitions, LLC. All significant intercompany transactions have been eliminated in consolidation.

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company’s significant accounting policies follows:

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the franchisee, generally when the product is shipped.

Cash concentration - The Company maintains its cash in four banks which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the shareholders separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for federal income tax is reflected in the Company's financial statements. The provision for state income taxes for 2019, 2018, and 2017 consisted of the following:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Various State Income Taxes	(\$30,000)	\$19,521	\$25,000

The Company is subject to taxation in various state jurisdictions. State jurisdictions have statutes of limitations that generally range from three to five years. As of December 31, 2019, none of the Company's tax returns are under examination.

Adoption of new accounting standard - In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. Prior period amounts continue to be reported in accordance with legacy GAAP.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

The adoption resulted in no adjustment to beginning members' equity as of January 1, 2019. The impact of applying this ASU for the year ended December 31, 2019 resulted in no adjustment to the financial statements.

Subsequent events – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through April 17, 2020, which is the date the financial statements were available for issuance.

Sign*A*Rama Inc.**Notes to Consolidated Financial Statements**

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at four financial institutions. Accounts at the institutions are insured by the Federal Deposit Insurance Corporation for up to \$250,000. At December 31, 2019, the Company had uninsured cash balances amounting to \$0. At December 31, 2018, the Company had uninsured cash balances amounting to \$110,739. At December 31, 2017, the Company had uninsured cash balances amounting to \$0.

Note 3 Accounts Receivable

Accounts receivable at December 31, 2019, 2018, and 2017 consisted of the following:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Franchise Fees Receivable	\$ 3,437,100	\$ 3,130,671	\$ 1,846,709
Less Allowance for Doubtful Accounts	<u>343,752</u>	<u>309,237</u>	<u>323,583</u>
	<u>\$ 3,093,348</u>	<u>\$ 2,821,434</u>	<u>\$ 1,523,126</u>

The bad debt deducted for the year ended 2019 was \$89,344. The bad debt deducted for the year ended 2018 was \$40,703. The bad debt deducted for the year ended 2017 was \$48,097.

Note 4 Property and Equipment

Property and equipment as of December 31, 2019, 2018, and 2017 consisted of the following:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Machinery and Equipment	\$ 533,237	\$ 472,303	\$ 472,303
Furniture and Fixtures	195,456	151,013	126,343
Software	64,052	-	-
Vehicles	-	69,871	69,871
Buildings	3,370,151	3,370,151	3,370,151
Land	3,296,922	3,296,922	3,296,922
Building Improvements	3,170,846	3,084,310	3,075,433
	<u>10,630,664</u>	<u>10,444,570</u>	<u>10,411,023</u>
Less Accumulated Depreciation	<u>2,795,900</u>	<u>2,594,513</u>	<u>2,360,209</u>
	<u>\$ 7,834,764</u>	<u>\$ 7,850,057</u>	<u>\$ 8,050,814</u>

Depreciation as of December 31, 2019 is \$228,969.

Sign*A*Rama Inc.

Notes to Consolidated Financial Statements

Note 5 Promissory Notes

The Company has promissory notes receivable with various franchisees; the notes bear interest at rates of 0% to 12% per annum, and are amortized over periods of 1 to 10 years. On promissory notes bearing an interest rate below market, imputed interest is calculated and the note value is discounted.

Note 6 Loans Receivable

Loans Receivable consists of short-term participating loans under agreements with employees. The loans receivable is non-interest bearing.

Note 7 Investments

The Company's cost-method investments consist of the following as of December 31:

	2019	2018	2017
X2 Engine, Inc. ⁽¹⁾	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 0</u>

- (1) The Company invested in X2 Engine, Inc. for the purposes of anticipation of potential future software development projects. The investment represents 2.87% of the capital of the exchange and is stated at cost.

Note 8 Loans Payable

Loans Payable consists of short-term loans with related companies. The loans payable bear interest at a rate of 5.50% per annum.

Note 9 Lines of Credit

The Company has a line of credit with their primary bank, providing for a maximum borrowing of \$2,000,000. The borrowings are collateralized by substantially all of the Company's assets and are personally guaranteed by the principle stockholder. The outstanding borrowings bear interest monthly at an annual rate of the Wall Street Journal Prime Rate plus 2.75% (4.75% as of December 31, 2019). The line of credit matures on November 15, 2020. The line of credit includes certain financial covenants. At December 31, 2019, the outstanding principal on this line was \$652,852.

The Company has a loan management account with another financial institution, which allows the Company to borrow against the investment account balance depending on the type of investment. The borrowings are collateralized by the investment account. The outstanding borrowings bear interest daily at a variable rate. At December 31, 2019, the outstanding principal on this line was \$345,000.

Sign*A*Rama Inc.**Notes to Consolidated Financial Statements**

Note 10 Long Term Debt

Mortgage notes payable as of December 31,

	2019	2018	2017
Long Term Debt	\$ 5,994,559	\$ 6,267,917	\$ 2,650,207
Less Current Portion	291,661	273,084	1,140,160
Total Non-Current Portion	<u>\$ 5,702,898</u>	<u>\$ 5,994,833</u>	<u>\$ 1,510,047</u>

In December, 2018, the Company refinanced its mortgage note payable with JP Morgan Chase Bank to First American Bank. The principal amount of \$4,800,000 is secured by the land and building of the corporate headquarters located in Florida. This mortgage note bears interest at a fixed rate of 6.10% and matures on November 15, 2033. The Mortgage Notes Payable agreement contains, among other provisions, certain restrictive covenants including the maintenance of certain prescribed Debt Service Coverage ratios. The company was in compliance of the Debt Service Coverage ratios for this mortgage for the year ended December 31, 2019.

In December, 2018, the Company refinanced its mortgage note payable with JP Morgan Chase Bank to First American Bank. The principal amount of \$1,100,000 is secured by vacant land adjacent to the corporate headquarters. . This mortgage note bears interest at a fixed rate of 6.10% and matures on November 15, 2033. The Mortgage Notes Payable agreement contains, among other provisions, certain restrictive covenants including the maintenance of certain prescribed Debt Service Coverage ratios. The company was in compliance of the Debt Service Coverage ratios for this mortgage for the year ended December 31, 2019.

In December, 2018, the Company refinanced its mortgage note payable with Bank of America, N.A. The principal amount of \$372,429 is secured by land and building of a corporate warehouse located in Newton, North Carolina. This mortgage note bears interest at a fixed rate of 5.89% and matures on November 1, 2028.

Future minimum principal payments on the long-term debt as of December 31, 2019 are as follows:

For the year ending December 31,

2020	291,660
2021	311,128
2022	330,830
2023	351,774
2024	373,254
Thereafter	4,335,852
Total	<u>\$ 5,994,498</u>

Notes to Consolidated Financial Statements

Note 11 Defined Contribution Plan

The Company maintains a 401(k) profit sharing plan under which most full-time and a few part-time employees become participants following six months of employment with the company. All plan participants have the option of deferring a percentage of their annual salary, subject to IRS limitations. The Company elects to match up to 4% of the employees' annual earnings and up to the maximum of \$4,800 per year per employee. Employer's contributions under this match equaled \$0 in the year ended December 31, 2019, \$0 in the year ended December 31, 2018, and \$315,580 in the year ended December 31, 2017.

Note 12 Litigation

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

Note 13 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Contract assets	\$ -	\$ -	\$ -
Contract liabilities	-	-	-

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

Notes to Consolidated Financial Statements

Note 13 Revenue Recognition in Accordance with FASB ASC 606 (continued)

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 14 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses.

For the year ending December 31, 2019, related party balances included net accounts receivable of \$1,296,983, net loans receivable of \$5,276,426, and net loans payable of \$796,237. For the year ending December 31, 2018, related party balances included net accounts receivable of \$926,983 and net loans receivable of \$4,173,718. For the year ending December 31, 2017, related party balances included net accounts receivable of \$7,751 and net loans receivable of \$2,286,049.

Note 15 Fair Value

Financial Accounting Standards Board (FASB) ASC Topic 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The company adopted changes made by Accounting Standards Update (ASU) 2011-04, Fair Value Measurement (Topic 820) Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs, which expands the disclosures, required for fair value accounting and clarifies the measurement of fair value when used in valuing certain assets and liabilities.

Fair value measurements are segregated into those that are recurring and nonrecurring. Recurring fair value measurements of assets and liabilities of those that are required or permitted in the statement of financial position at the end of each reporting period related to assets such as trading securities, securities available for sale, and private venture-capital equity investments.

Notes to Consolidated Financial Statements

Note 15 Fair Value (continued)

Nonrecurring fair value measurements of assets and liabilities are required or permitted in the statement of financial position in particular circumstances such as when the company measures long-lived assets and goodwill for impairment, or assets and liabilities of business combination recorded at fair value at the acquisition date.

The three levels of inputs in the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2: Inputs to the valuation methodology include: a) quoted prices for similar assets or liabilities in active markets, b) quoted prices for identical or similar assets and liabilities in active markets, c) inputs other than quoted prices that are observable for the asset or liability, and d) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair Value Measurement at December 31, 2019

	Total Carrying Amount 12/31/19	Fair Value Estimate 12/31/19	Assets or Liabilities Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Inputs Other than Quoted Prices that are Observable (Level 2)	Significant Unobservable Inputs (Level 3)
Trading Securities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equity Securities - Other	1,954,302	1,954,302	1,954,302	1,954,302	-	-
Total Trading Securities	<u>\$ 1,954,302</u>	<u>\$ 1,954,302</u>	<u>\$ 1,954,302</u>	<u>\$ 1,954,302</u>	<u>\$ -</u>	<u>\$ -</u>

GUARANTY OF PERFORMANCE

For value received, Sign*A*Rama Inc. ("Guarantor"), a corporation duly existing and organized under the laws of Florida, located at 2121 Vista Parkway, West Palm Beach, FL 33411 absolutely and unconditionally guarantees the performance by Great Greek Franchising, LLC, a Florida limited liability company ("Franchisor"), of all obligations of Franchisor in accordance with the terms and conditions of its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its August 2020 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guaranty shall continue in force until all such obligations of Franchisor shall have been satisfied or until such liability of Franchisor to such franchisees has been completely discharged, whichever occurs first. Guarantor shall not be discharged from liability hereunder as long as any such claim by a franchisee against franchisor remains outstanding. Notice of acceptance is waived. Notice of default on the part of Franchisor is not waived. This guaranty shall be binding upon guarantor, its successors and assigns.

In witness whereof, guarantor has, by a duly authorized officer, executed this guaranty at West Palm Beach, Florida, this 17 day of August 2020.

ATTEST:

Sign*A*Rama Inc. (Guarantor)

Shenell Brown

By: A.J. Titus
Name: A.J. Titus
Title: President

UNAUDITED FINANCIAL STATEMENTS

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

SIGNARAMA, INC.
INTERIM BALANCE SHEET
FOR THE YEAR TO DATE ENDING JUNE 30, 2020

ASSETS

Current Assets

Cash and Cash Equivalents	\$166,357.44
Marketable Securities - FMV	4,285,651.70
Accounts Receivable (net of Allowance for Doubtful Account:	6,027,234.98
Inventory	36,769.65
Prepaid Expenses	77,866.89
Loans Receivable	0.00
Loans Receivable - Related Companies	6,102,510.43
Promissory Notes - Current Portion	
Total Current Assets	<u>16,696,391.09</u>

Property and Equipment (net of accumulated depreciation)	7,733,762.80
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Other Assets

Deferred Financing Costs (net of accumulated amortization)	0.00
Promissory Notes (net of Allowance for Credit Losses)	230,127.69
Security Deposits	54,245.00
Investments	250,000.00
Total Other Assets	<u>534,372.69</u>

TOTAL ASSETS	<u>\$24,964,526.58</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

LIABILITIES

Current Liabilities	
Accounts Payable	2,996,736.85
Accrued Expenses	753,566.80
Franchise Deposits	5,079,857.87
Line of Credit	2,000,000.00
Mortgages - Current Portion	0.00
Total Current Liabilities	<u>10,830,161.52</u>

Long Term Liabilities	
Long Term Debt, less Current Portion	6,261,434.18
VTX Notes Payable	861,674.40
Total Long Term Liabilities	<u>7,123,108.58</u>

TOTAL LIABILITIES	17,953,270.10
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STOCKHOLDERS' EQUITY

Common Stock	500,000.00
Additional Paid In Capital	1000
Retained Earnings	6,488,884.32
Accumulated Other Comprehensive Income	21,372.16
TOTAL STOCKHOLDERS' EQUITY	<u>7,011,256.48</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$24,964,526.58</u>
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IRM-1 General Insurance Coverage IRM 1.1 Required Insurance Coverage IRM 1.2 Additional Requirements and Obligations IRM-2 Risk Management IRM 2.1 Managing Risk at the Restaurant Franchise Location IRM 2.2 Restaurant Franchisee Site Security IRM 2.3 Basic Restaurant Franchise Location Security IRM-3 Reporting Incidents	IRM 4 Crisis Management IRM 4.1 Crisis Management Statement for Foodborne Illness Outbreak IRM 4.2 Procedure for Guest Complaint Related to Outbreak IRM 4.3 Reporting a Potential Foodborne Illness to Health Department IRM 4.4 Procedure for Supplier Recalled Items
Section 2, Chapter 1: INVENTORY (10 pages)	
INV-1 Ordering INV 1.1 Food and Beverage Specifications INV 1.2 Approved Suppliers INV 1.3 Ordering Procedure INV 1.4 Dangers of Over/Under-Ordering INV 1.5 Putting an Order Together INV-2 Receiving INV 2.1 Inspecting a Delivery INV 2.2 Preparing for Delivery INV 2.3 Unacceptable Quality INV-3 Storage INV 3.1 General Principles INV 3.2 Refrigerated Storage INV 3.3 Freezer Storage	INV 3.4 Proper Food Storage Hierarchy INV 3.5 Temperature Log INV 3.6 Rotation Methods INV-4 Loss Control INV 4.1 Employee Theft INV 4.2 Spoilage INV 4.3 Record Keeping Errors INV 4.4 Portion Control INV-5 Physical Inventory INV 5.1 Inventory Procedure INV 5.2 Weekly Inventory INV 5.3 Period End Inventory INV 5.4 Food Cost Reporting
Section 2, Chapter 2: DAILY OPERATING PROCEDURES (22 pages)	
DOP-1 Daily Checklists DOP 1.1 Manager's Opening Checklist DOP 1.2 Line Check DOP 1.3 Closing Procedures DOP-2 Kitchen Operations DOP 2.1 Navigating the Kitchen DOP 2.2 Stations DOP 2.3 Cold Procedure DOP 2.4 Hot Procedure DOP 2.5 Expo DOP 2.6 General Front of House Operation DOP 2.7 Cleaning the Fryer DOP 2.8 Operational Signage DOP-3 Bread DOP 3.1 The Batch Method DOP 3.2 Overnighting DOP 3.3 Pre-Proof	DOP 3.7 Slice DOP 3.8 Schedule DOP 3.9 Emergencies (Floor Thaw/Frozen Proof) DOP-4 Scheduling DOP 4.1 Operating Hours DOP 4.2 Scheduling Guidelines DOP-5 Cash Control DOP 5.1 Cashier Responsibilities DOP 5.2 Cash Register Procedure DOP 5.3 Starting Bank DOP 5.4 Payment Handling Guidelines DOP-6 Catering and Delivery DOP 6.1 Catering DOP 6.2 Delivery DOP-7 Equipment Operation and Maintenance DOP 7.1 Manufacturers Operating Instructions DOP 7.2 Slicer

DOP 3.4 Proof DOP 3.5 Bake DOP 3.6 Cool	DOP 7.3 Repairs and Maintenance
Section 2, Chapter 3: Store Control (6 pages)	
SCL-1 General Store Control SCL 1.1 Appearance SCL 1.2 Required Layout and Configuration SCL 1.3 Signage SCL 1.4 Menu Board SCL 1.5 Display and Decorations SCL 1.6 Music SCL 1.7 Lighting SCL 1.8 HVAC SCL-2 Emergency Procedures SCL 2.1 Impending Storm SCL 2.2 Fire or Water Damage	SCL 2.3 Building Damage SCL 2.4 Power Outage SCL 2.5 Workplace Emergencies SCL-3 Security SCL 3.1 Minimum Coverage SCL 3.2 Safe SCL 3.3 Locks and Keys SCL 3.4 Alarms and Security Devices SCL 3.5 Robberies and Employee Theft SCL 3.6 Deposits
Section 2, Chapter 4: CUSTOMER SERVICE STANDARDS (9 pages)	
CSS-2 Service Manner CSS 2.1 Eight Steps for Taking Orders CSS 2.2 Positional Service Manner CSS-3 Using the Phone CSS 3.1 Answering the Phone CSS 3.2 Taking Call-In Orders CSS 3.3 Online Ordering CSS-4 Customer Complaints CSS 4.1 Handling Complaints CSS 4.2 Typical Complaints and Responses	CSS-5 Upselling for More Profit 50 CSS 5.1 Why Upselling is so Profitable CSS 5.2 Effective Upselling Strategies CSS-6 Referrals CSS 6.1 Building Trust CSS 6.2 Invest in Customer Relationships CSS 6.3 Join a networking group CSS 6.4 Think vertical
Section 2, Chapter 5: SANITATION & SAFETY (17 pages)	
SAN-1 Cleaning Requirements SAN 1.1 Daily Cleaning SAN 1.2 Periodic Cleaning SAN-2 Personal Hygiene SAN 2.1 Avoiding Contamination SAN 2.2 Hand Washing SAN 2.3 Eating on the Line SAN-3 Three Types of Contamination SAN 3.1 Chemical Hazards SAN 3.2 Physical Hazards SAN 3.3 Bacterial Hazards	SAN-3.4 Food-borne Illnesses SAN-4 Temperature SAN 4.1 The Danger Zone SAN 4.2 Thawing Food SAN 4.3 Cooking Temperatures SAN 4.4 Food Labeling SAN-5 Pest Control SAN 5.1 Exterminators SAN 5.2 How to Detect Pests SAN-6 Garbage Disposal
Section 2, Chapter 6: Food Preparation and Recipes (9 pages)	
FPR-1 Menu Items FPR 1.1 Approved Menu Items FPR 1.2 Portion Standards FPR 1.3 Requesting a New Menu Item FPR 1.4 General Recipe Guidelines FPR-2 Quality Standards FPR 2.1 Freshness Standards FPR 2.2 Shelf Life FPR 2.3 Detecting Spoilage	FPR 2.4 Reporting Spoilage FPR-3 Packaging FPR 3.1 Wrapping Subs FPR 3.2 Dine In Packaging FPR 3.3 To-Go Packaging FPR-4 Food Prep and Recipes FPR 4.1 Introduction to Prep FPR 4.2 Slicing/Portioning Instruction FPR 4.3 Storing Prepped Product

TOTAL PAGES

131 PAGES

EXHIBIT I
CURRENT AND FORMER FRANCHISEES

Great Greek Franchising, LLC
List of Franchisees as of April 30, 2020

Name	Address	City	State	Zip	Phone
Shobha Kanherkar & Sanjeev Kanherkar	13650 East Colfax Ave., Suite K	Aurora	CO	80011	(720) 681-6844
Jack Jones & Nazgul Jones	14315 Orchard Pkwy, Suite 400	Westminster	CO	80023	(720) 608-4888
Kevin Carmean	16045 New Independence Pky, Suite 100	Winter Garden	FL	34787	(407) 794-1700
Marawan Raafat	10513 SW Meeting Street, Units 101 & 102	Port St Lucie	FL	34987	(772) 303-2104
Yara Fardous & Hassen Saad, Mohamed Alwah & Lama Plyer	708 West Big Beaver Rd, Suite 6	Troy	MI	48084	(248) 833-1000
Derrick Udy & Heather Udy	3750 Plano Parkway, ste 1000	The Colony	TX	75056	(214) 302-8300

Great Greek Franchising, LLC
Franchisees who have signed Franchise Agreements
but not yet opened as of April 30, 2020

Name	Address	City	State	Zip	Phone
Ruben Avila	New construction, No address yet	French Valley	CA	TBD	(626) 483-2506
Waid Wazeri	4527 Livermore Outlet Drive	Livermore	CA	94551	(925) 325-2077
Willy Chavez	TBD	Long Beach	CA	TBD	(562) 335-2753
Doheg Velasco	321 W. Olympic Blvd. Unit A	Los Angeles	CA	90015	(916) 276-5082
Hany Ghattas	403 N. Pacific Coast Hwy	Redondo Beach	CA	90277	(310) 560-2306
Anthony Simons	TBD	TBD	CA	TBD	(561) 719-9981
Anthony Simons	TBD	TBD	CA	TBD	(561) 719-9981
Sanjeev Kanherkar	TBD	Westminster	CO	TBD	(720) 220-5178
Kevin Carmean	TBD	TBD	FL	TBD	(407) 730-1830
Victoria Janmohammed	TBD	Chicago	IL	TBD	(847) 346-4340
Yara Fardous	12433 23 Mile Road	Shelby Township	MI	48315	(313) 550-0771
Dale Maers	7860 Main St	Maple Grove	MN	55369	(218) 390-5266
Oluwatobiloba Odunaiya	TBD	TBD	NJ	TBD	(732) 768-7831
Yara Fardous	TBD	TBD	OH	TBD	(313) 550-0771
Adnane Ouarzazi	21605 Center Ridge Road	Rocky River	OH	44116	(216) 258-9256
Daniel Weishar	TBD	TBD	UT	TBD	(702) 241-1160
Adil Aghandous	TBD	Northern Virginia	VA	TBD	(571) 234-2237
Santos Bonilla	9420 Fairfax Blvd Suite 4	Fairfax	VA	22031	(703) 928-4015
Mohamed Eltayeb	6410 Arlington Blvd, Ste 196A	Falls Church	VA	22042	(703) 861-0125

Great Greek Franchising, LLC
List of Terminated, Cancelled, Not Renewed or Ceased to do Business Franchisees
as of April 30, 2020

None

EXHIBIT J

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____
2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute. You must bring an action under such law within three years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

Special Risks to Consider About *This Franchise*:

The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE

INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

Special Risks to Consider About *This Franchise*:

The franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the franchisor's financial ability to provide services and support to you.

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud;

embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Except as provided above, neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

GREAT GREEK FRANCHISING, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND GREAT GREEK FRANCHISING, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

Per a requirement of the North Dakota Securities Department, the performance of Franchisor's obligations under the Franchise Agreement has been guaranteed by our affiliate, EmbroidMe.com, Inc. pursuant to a Guarantee of Performance.

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Item 17(d) of the franchise disclosure document, titled "**Termination by franchisee**" is replaced with:

A franchisee may terminate the franchise agreement under any grounds permitted by law.

Pursuant to RCW 49.62-020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Use of Franchise Brokers. The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

EXHIBIT K
STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.

2. **Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. **Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. **Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. To the extent required for the Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. No Waiver of State Law In Sale. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Great Greek Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Great Greek Franchising or any other person from liability under the Maryland Franchise Law.

3. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Great Greek Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Great Greek Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee’s business.
- (3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.
- (7) Waiver of Exemplary & Punitive Damages: Franchisee does not waive exemplary and punitive damages.
- (8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

WASHINGTON RIDER TO FRANCHISE AGREEMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Item 17(d) of the franchise disclosure document, titled "**Termination by franchisee**" is replaced with:

A franchisee may terminate the franchise agreement under any grounds permitted by law.

Pursuant to RCW 49.62-020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Use of Franchise Brokers. The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

STATE ADDENDA TO MULTI-UNIT DEVELOPMENT AGREEMENT

ILLINOIS RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.

2. **Governing Law and Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. **Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. **Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

INDIANA RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. To the extent required for the Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. No Waiver of State Law In Sale. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Great Greek Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Great Greek Franchising or any other person from liability under the Maryland Franchise Law.

3. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MINNESOTA RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _____, a _____ ("Franchisee").

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. **Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Great Greek Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. **Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Great Greek Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. **Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

NORTH DAKOTA RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. **Amendments.** The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) **Restrictive Covenants:** Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) **Situs of Arbitration Proceedings:** Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee’s business.
- (3) **Restrictions on Forum:** Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) **Liquidated Damages and Termination Penalties:** Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) **Applicable Laws:** The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) **Waiver of Trial by Jury:** Franchisee and any Guarantor do not waive a trial by jury.
- (7) **Waiver of Exemplary & Punitive Damages:** Franchisee does not waive of exemplary and punitive damages.
- (8) **General Release:** Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) **Limitation of Claims:** Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) **Enforcement of Agreement:** The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

RHODE ISLAND RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

WASHINGTON RIDER TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Multi-Unit Development Agreement dated _____ (the “Agreement”), between Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”) and _____, a _____ (“Franchisee”).

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

GREAT GREEK FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT M
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following chart lists states which require that this disclosure document be registered or filed with the state or be exempt from registration. In these states, the effective date of this disclosure document is as follows:

State	Effective Date
California	Pending

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Great Greek Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Great Greek Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

Franchise Seller: Michael White and/or the Sales Agent(s) listed below, 2121 Vista Parkway, West Palm Beach, FL 33411, (561) 640-5570.

Issuance Date: August 17, 2020 as amended August 26, 2020 and November 12, 2020.

I received a disclosure document dated August 17, 2020 as amended August 26, 2020 and November 12, 2020 that included the following Exhibits:

- | | |
|---|--|
| A. State Administrators and Agents for Service of Process | G-1. Financial Statements of Guarantor and Guaranty of Performance |
| B. Multi-Unit Agreement | H. Operating Manual Table of Contents |
| C. Franchise Agreement | I. Current and Former Franchisees |
| D. Form of General Release | J. State Addenda to Disclosure Document |
| E. Deposit Receipt Letter | K. State Addenda to Franchise Agreement |
| F. Compliance Certification | L. State Addenda to Multi-Unit Development Agreement |
| G. Financial Statements | M. State Effective Dates |
| | N. Disclosure Document Receipt |

DATE: _____
(Do not leave blank)

PRINTED Sales Agent Name(s)

Prospective Franchisee SIGNATURE

»

Prospective Franchisee PRINTED NAME

Prospective Franchisee SIGNATURE

»

Prospective Franchisee PRINTED NAME

(If Applicable) Corporation/Company Name

By: _____
Authorized Corporate Officer Signature

»

_____/_____
Corporate Officer Printed Name Title

Keep This Copy For Your Records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Great Greek Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

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| | N. Disclosure Document Receipt |

DATE: _____
(Do not leave blank)

PRINTED Sales Agent Name(s)

Prospective Franchisee SIGNATURE

»

Prospective Franchisee PRINTED NAME

Prospective Franchisee SIGNATURE

»

Prospective Franchisee PRINTED NAME

(If Applicable) Corporation/Company Name

By: _____
Authorized Corporate Officer Signature

»

_____/_____
Corporate Officer Printed Name Title

Return this copy to us.